



**Department of
Design and
Construction**

**CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
VOLUME 1 – BID BOOKLET**

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Introduction

This Bid Booklet is intended to provide general information necessary for bidding on a DDC public works project and is part of the Contract Documents, as per Article 1.1 of the Standard Construction Contract.

As this contract is solicited via the PASSPort system, the bidder will be required to complete all of the PASSPort forms and questionnaires. These forms and questionnaires, along with the bidder's responses, will become part of the Bid Booklet.

Additional information on the PASSPort system can be found at the following website:

<https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>

Bid Submission Requirements

THE FOLLOWING MUST BE COMPLETED AND SUBMITTED FOR THE BID TO BE CONSIDERED RESPONSIVE:

1. Completed electronic bid submission in PASSPort;
 - a. All required fields in PASSPort must be completed.
2. Bid security, if required.
 - a. If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
 - b. If Bid security is in a form of a certified check, bidders must hand deliver the certified check.

BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT AND PROVIDE THE BID SECURITY FOR THE BID TO BE CONSIDERED RESPONSIVE.

THE FOLLOWING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE:

1. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
2. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

Notices to Bidders

Pre Bid Questions (PBQs)

Please be advised that PBQs must be submitted to the Agency Contact Person via PASSPort (in the RFx Discussions with buyer section) within the timeframe indicated in the PASSPort procurement.

NYC Contract Financing Loan Fund

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

For more information: Call 311 or visit <https://www1.nyc.gov/nycbusiness/article/contract-financing-loan-fund>

M/WBE Notice to Prospective Contractors

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT (9/2020 version)

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York (“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. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.

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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD

AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, (“**Participation Goals**”), as applicable, are set forth on Schedule B, Part 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 non-responsive.

(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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 multi-year 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th 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 3 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 MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely.** Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of

subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

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

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;

(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE** Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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 a **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 a **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 PASSPort as caution data.

Affirmation

The 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 disclosed in PASSPort.
5. The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all it has conducted business activities in New York City.
6. 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 shall mean the individual bidder, firm, partnership or corporation executing this bid).

7. Compliance Report

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

8. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.
9. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.
10. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.
11. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule.
12. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the M/WBE Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted.

I hereby:

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

agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Bid Schedule

The Questionnaire in the PASSPort system contains the Bid Schedule. Items listed in the Bid Schedule shall comply with the requirements of the corresponding sections of the specifications detailed in the table below. All references to the Standard Specifications, Details, Standards and Drawings shall be to the version in effect at the time of bid.

NOTES:

- “XXX” in the table below signifies any possible combination of characters and spaces.
- The table below may contain item formats which are not included in the Bid Schedule.

Please refer to the Bid Schedule to determine which specifications apply.

Item Number Format	Applicable Specifications
4.XXX 6.XXX 7.XXX 8.XXX <i>(Except 8.01 XXX; see below)</i> 9.XXX HW-XXX	NYC Department of Transportation (“DOT”) Standard Highway Specifications, as amended in the R-Pages, located in Volume 3 of 3 herein; AND NYC DOT Standard Details of Construction; OR, <i>if the item is not contained within the Standard Specifications</i> , then see the applicable New Sections in the I-Pages, located in Volume 3 of 3 herein.
1.XXX 50.XXX through 55.XXX 60.XXX through 66.XXX 70.XXX through 79.XXX <i>(Except 79.11XXX; see below)</i> DSS XXX DSW XXX	NYC Department of Environmental Protection (“DEP”) Standard Sewer and Water Main Specifications, as amended in the R-Pages and SW-Pages, located in Volume 3 of 3 herein; AND NYC DEP Specifications for Trunk Main Work; AND NYC DEP Sewer Design Standards; AND NYC DEP Water Main Standard Drawings; OR, <i>if the item is not contained within the Standard Specifications</i> , then see the Amendments to the Standard Sewer and Water Main Specifications in the SW-Pages, located in Volume 3 of 3 herein.
GI-XXX PM-XXX ROW XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein AND NYC DEP Standards for Green Infrastructure.

Item Number Format	Applicable Specifications
UTL-XXX	Gas Cost Sharing Standard Specifications in the EP7-Pages, located in Volume 3 of 3 herein.
83X.XXX MX.XXX MP XXX NYC-XXX NYCT-XXX NYPD-XXX P XXX PK-XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein.
BMP-XXX	Specifications for Construction of Best Management Practice (BMP) and Mitigation Area in the BMP-Pages, located in Volume 3 of 3 herein.
E XXX ME XXX	Specifications for the Specialty Electrical Works in the EL-Pages, located in Volume 3 of 3 herein.
SL-XXX	NYC DOT Division of Street Lighting Specifications AND NYC Division of Street Lighting Standard Drawings.
T-XXX	NYC DOT Specifications for Traffic Signals and Intelligent Transportation Systems AND NYC DOT Traffic Signal Standard Drawings.
JB XXX	Joint Bid Specifications in the JB-Pages, located in Volume 3 of 3 herein.
8.01 XXX	Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials in the HAZ-Pages, located in Volume 3 of 3 herein.
67.XXX	Specifications for Abatement of Coal Tar Wrap Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.
79.11XXX	Specifications for Abatement of Transit Authority Duct Insulation Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.

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, the bidder must submit such information 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 email and will specify the types of information which must be submitted directly to DDC.

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 in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) 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.

Project References

A. Contracts completed by the bidder

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
NYCDEP RLCY-S-J07G Red Hook, Brooklyn, NY	Pumps & Flood Walls	\$30,000,000.00	1/31/2024	Colin Johnson (718) 595-4308	
Rockland County RFB-RC-2023-046 Orangeburg, NY	Centrifuge Replacement	\$592,775.00	1/5/2024	Martin Dolphin (845) 365-6166	
NYCDDC QED1023B Cypress Ave, Queens, NY	Watermain Sewer, Highway	\$41,745,000.00	12/30/2022	Mauro Devincenzi (347) 203-2100	
NYCDEP OH-94 Owls Head, Brooklyn, NY	Settling Tanks	\$6,372,000.00	7/8/2021	Ian Anderson (718) 595-4842	
NYCDDC REGHP06 Bronx, NY	Regulator Chamber	\$52,372,067.52	12/9/2024	Edmon Shahiki (347) 306-2104	

B. Contracts currently under construction by the bidder

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

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/ Engineer Reference & Tel. No. (if different from owner)
NYCDDC HWKKP005 DUMBO, Brooklyn, NY	Watermain Sewer, Highway	\$108,709,446.49	\$16,167,399.30	\$33,765,891.63	10/1/2025	Kevin Lin (646) 864-4976	
NYCDDC HWPR20QC Queens, NY	Complex Ped Ramps	\$10,973,000.00	\$X	\$10,973,000.00	6/11/2027	Abu Mahmood Ullah (917) 731-2496	

C. Pending contracts not yet started by the bidder

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
Yonkers RFB-7151 2024-00000852 Hillview Pump Station, Yonkers, NY	Replacement of Valve & Spool Piece	\$41,850.00	October, 2024	Kim Sansevere (914) 377-6036	
NCTDEP WSRRF-104 Margaretville/Grahamsville, NY	Replacement of Auto Backwash Filters	\$1,989,256.00	December, 2024	Dan Byrne (914) 377-6036	
NYCDEP RLCY-F-J19G Coney Island, Brooklyn, NY	Resiliency Upgrades	\$30,000,000.00	January, 2025	Colin Johnson (718) 595-4308	

QUALIFICATION FORM

Name of Contractor: Halcyon Construction Corp. _____

Name of Project: HWKP005 _____

Location of Project: Dumbo Brooklyn _____

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

Name: _Mina Marcos, P.E. _____

Title: __Project Engineer _____ Phone Number: _718-362-6105 _____

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

Of Dumbo area streets including new distribution and trunk water mains , box sewer, curb to curb restoration _____

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

Amount of Contract, Subcontract or Sub-subcontract: \$93,127,578.95 _____

Start Date and Completion Date: _1/07/2019 – 6/04/2024 _____

Name of Contractor: Halcyon Construction Corp. _____

Name of Project: REG-HP06 _____

Location of Project: Bronx, NY _____

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

Name: Ketty Paulino, P.E. _____

Title: _E.I.C. _____ Phone Number: __917-620-6946 _____

Brief description of the Project completed or the Project in progress: Reconstruction/

_Replacement of regulating chamber HP-06 including Gravity Flume _____

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

Amount of Contract, Subcontract or Sub-subcontract: _\$52,000,000.00 _____

Start Date and Completion Date: __Feb-2022 – July-2025 _____

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

Project ID: HWX006-01
ePIN: 85025B0045

TOTAL BID PRICE: \$9,728,000.00

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
1	4.02 AB-R	Bid Item	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	60.00	S.Y.	\$90.00	\$5,400.00	
2	4.02 AG	Bid Item	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	10.00	S.Y.	\$100.00	\$1,000.00	
3	4.02 CA	Bid Item	BINDER MIXTURE	5.00	TONS	\$500.00	\$2,500.00	
4	4.04 H	Bid Item	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	10.00	C.Y.	\$600.00	\$6,000.00	
5	4.06	Bid Item	CONCRETE IN STRUCTURES, CLASS A-40	650.00	C.Y.	\$300.00	\$195,000.00	
6	4.06 LA	Bid Item	LIGHTWEIGHT CONCRETE IN STRUCTURES, CLASS A-40	2.00	C.Y.	\$700.00	\$1,400.00	
7	4.08 AA	Bid Item	CONCRETE CURB (18" DEEP)	20.00	L.F.	\$100.00	\$2,000.00	
8	4.09 AD	Bid Item	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	110.00	L.F.	\$50.00	\$5,500.00	
9	4.09 BD	Bid Item	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	25.00	L.F.	\$1.00	\$25.00	
10	4.09 CD	Bid Item	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	50.00	L.F.	\$400.00	\$20,000.00	
11	4.11 AA	Bid Item	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	740.00	C.Y.	\$1.00	\$740.00	
12	4.11 AS	Bid Item	EARTH EXCAVATION FOR STRUCTURES	2,950.00	C.Y.	\$50.00	\$147,500.00	
13	4.11 BAA	Bid Item	ADDITIONAL INCREMENTAL COST TO EXCAVATE ROCK AT DEPTHS GREATER THAN FIVE (5) FEET IN TRENCHES AND FOR STRUCTURES	350.00	C.Y.	\$1.00	\$350.00	
14	4.11 CC	Bid Item	SELECT GRANULAR FILL, PLACE MEASUREMENT	400.00	C.Y.	\$20.00	\$8,000.00	
15	4.13 AAS	Bid Item	4" CONCRETE SIDEWALK (UNPIGMENTED)	1,700.00	S.F.	\$25.00	\$42,500.00	
16	4.13 X	Bid Item	SPECIAL SCORING FOR CONCRETE SIDEWALK	1,700.00	S.F.	\$1.00	\$1,700.00	
17	4.14 E	Bid Item	EPOXY COATED STEEL REINFORCEMENT BARS	43,250.00	LBS.	\$70.00	\$3,027,500.00	
18	4.15	Bid Item	TOPSOIL	20.00	C.Y.	\$95.00	\$1,900.00	
19	4.15 SS	Bid Item	STRUCTURAL SOIL FOUNDATION MATERIAL	3,600.00	C.Y.	\$10.00	\$36,000.00	
20	4.16 AB	Bid Item	TREES REMOVED (12" TO UNDER 18" CALIPER)	2.00	EACH	\$1,850.00	\$3,700.00	
21	4.16 BA	Bid Item	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	6.00	EACH	\$1,400.00	\$8,400.00	
22	4.16 CA510	Bid Item	TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	1.00	EACH	\$1,500.00	\$1,500.00	
23	4.17 AC	Bid Item	SHRUBS PLANTED, 18" TO 24" HIGH, ALL TYPES	12.00	EACH	\$125.00	\$1,500.00	
24	4.17 ACA	Bid Item	SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	25.00	EACH	\$125.00	\$3,125.00	
25	4.17 PG1Q	Bid Item	PERENNIALS OR GROUNDCOVERS, PLANTED, 1 QUART, ALL TYPES	56.00	EACH	\$25.00	\$1,400.00	
26	4.21	Bid Item	TREE CONSULTANT	480.00	P/HR	\$75.00	\$36,000.00	
27	4.22 B	Bid Item	PROTECTIVE TREE BARRIER, TYPE B	5.00	EACH	\$2,000.00	\$10,000.00	
28	5.37	Bid Item	CONSTRUCTION REPORT	1.00	L.S.	\$400,000.00	\$400,000.00	
29	50.41M6E08	Bid Item	8" D.I.P. CLASS 56 STORM SEWER, ENCASED IN CONCRETE	50.00	L.F.	\$500.00	\$25,000.00	
30	50.41M6E12	Bid Item	12" D.I.P. CLASS 56 STORM SEWER, ENCASED IN CONCRETE	350.00	L.F.	\$500.00	\$175,000.00	
31	51.21C001000C	Bid Item	CLEANOUT MANHOLE NO. 1	1.00	EACH	\$100,000.00	\$100,000.00	
32	51.21C002000C	Bid Item	CLEANOUT MANHOLE NO. 2	1.00	EACH	\$100,000.00	\$100,000.00	
33	51.21S0A1000V	Bid Item	STANDARD MANHOLE TYPE A-1	5.00	EACH	\$75,000.00	\$375,000.00	
34	51.21S0A1000V.A	Bid Item	ADA COMPLIANT IRON GRATE ON 27" MANHOLE FRAME (SE39)	6.00	EACH	\$500.00	\$3,000.00	
35	51.21S0A2000V	Bid Item	STANDARD MANHOLE TYPE A-2	3.00	EACH	\$75,000.00	\$225,000.00	
36	51.71M00000	Bid Item	MODIFICATION OF EXISTING MANHOLE	2.00	EACH	\$500.00	\$1,000.00	
37	6.01 AA	Bid Item	CLEARING AND GRUBBING	1.00	L.S.	\$50,000.00	\$50,000.00	
38	6.02 AAN	Bid Item	UNCLASSIFIED EXCAVATION	350.00	C.Y.	\$10.00	\$3,500.00	
39	6.02 PA	Bid Item	PNEUMATIC EXCAVATION AROUND TREES	5.00	C.Y.	\$300.00	\$1,500.00	
40	6.06 AB	Bid Item	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	1,000.00	S.Y.	\$10.00	\$10,000.00	
41	6.18 A - PR	Bid Item	STEEL BAR PICKET RAILING	80.00	L.F.	\$300.00	\$24,000.00	
42	6.18 XPR	Bid Item	POST RAILING REMOVED	500.00	L.F.	\$10.00	\$5,000.00	
43	6.2	Bid Item	BROKEN STONE BALLAST	210.00	C.Y.	\$24.00	\$5,040.00	Unit price bid shall not be less than: \$24.00
44	6.22 F	Bid Item	ADDITIONAL HARDWARE	1,000.00	LBS.	\$3.00	\$3,000.00	
45	6.25 RS	Bid Item	TEMPORARY SIGNS	2,500.00	S.F.	\$0.10	\$250.00	
46	6.26	Bid Item	TIMBER CURB	510.00	L.F.	\$0.10	\$51.00	
47	6.27 A	Bid Item	DEMOLITION OF STRUCTURES	350.00	C.Y.	\$200.00	\$70,000.00	
48	6.28 AA	Bid Item	LIGHTED TIMBER BARRICADES	200.00	L.F.	\$0.10	\$20.00	
49	6.34 ADT	Bid Item	TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH	100.00	L.F.	\$0.10	\$10.00	
50	6.34 ADTP	Bid Item	TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES)	310.00	L.F.	\$0.10	\$31.00	

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

Project ID: HWX006-01
ePIN: 85025B0045

TOTAL BID PRICE: \$9,728,000.00

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
51	6.34 X	Bid Item	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE	50.00	L.F.	\$1.00	\$50.00	
52	6.40 DU	Bid Item	ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU)	36.00	MONTH	\$3,000.00	\$108,000.00	
53	6.43 D	Bid Item	DIGITAL PHOTOGRAPHS	1,750.00	SETS	\$1.00	\$1,750.00	
54	6.44	Bid Item	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	1,200.00	L.F.	\$1.50	\$1,800.00	
55	6.49	Bid Item	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	880.00	L.F.	\$1.50	\$1,320.00	
56	6.5	Bid Item	CLEANING OF DRAINAGE STRUCTURES	20.00	EACH	\$50.00	\$1,000.00	
57	6.52 CG	Bid Item	CROSSING GUARD	5,500.00	P/HR	\$100.00	\$550,000.00	Unit price bid shall not be less than: \$100.00
58	6.53	Bid Item	REMOVE EXISTING LANE MARKINGS (4" WIDE)	600.00	L.F.	\$1.00	\$600.00	
59	6.55	Bid Item	SAWCUTTING EXISTING PAVEMENT	300.00	L.F.	\$2.00	\$600.00	
60	6.68	Bid Item	PLASTIC FILTER FABRIC	850.00	S.Y.	\$0.10	\$85.00	
61	6.74	Bid Item	STEEL PLATE AT TREE WELLS	10.00	L.F.	\$150.00	\$1,500.00	
62	6.82 A	Bid Item	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	20.00	S.F.	\$1.00	\$20.00	
63	6.82 B	Bid Item	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	25.00	L.F.	\$1.00	\$25.00	
64	6.83 AB	Bid Item	FURNISHING NEW TRAFFIC SIGN POSTS	25.00	L.F.	\$1.00	\$25.00	
65	6.83 AR	Bid Item	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	30.00	S.F.	\$1.00	\$30.00	
66	6.83 BA	Bid Item	INSTALLING TRAFFIC SIGNS	30.00	S.F.	\$1.00	\$30.00	
67	6.83 BB	Bid Item	INSTALLING TRAFFIC SIGN POSTS	25.00	L.F.	\$1.00	\$25.00	
68	6.86 AA	Bid Item	FURNISHING NEW STREET NAME SIGNS	20.00	S.F.	\$1.00	\$20.00	
69	6.86 AB	Bid Item	FURNISHING NEW STREET NAME SIGN POSTS	25.00	L.F.	\$1.00	\$25.00	
70	6.86 BA	Bid Item	INSTALLING STREET NAME SIGNS	20.00	S.F.	\$1.00	\$20.00	
71	6.86 BB	Bid Item	INSTALLING STREET NAME SIGN POSTS	25.00	L.F.	\$1.00	\$25.00	
72	6.87	Bid Item	PLASTIC BARRELS	200.00	EACH	\$0.50	\$100.00	
73	6.91	Bid Item	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	100.00	L.F.	\$4.00	\$400.00	
74	7.12 A	Bid Item	PROCTOR ANALYSIS	10.00	EACH	\$20.00	\$200.00	
75	7.12 B	Bid Item	IN-PLACE SOIL DENSITY TEST	30.00	EACH	\$90.00	\$2,700.00	
76	7.13 B	Bid Item	MAINTENANCE OF SITE	30.00	MONTH	\$1,000.00	\$30,000.00	
77	7.14	Bid Item	SUSTAINABLE CONSTRUCTION INCENTIVE	1.00	L.S.	\$25,000.00	\$25,000.00	Unit price bid shall not be less than: \$25,000.00
78	7.15	Bid Item	TEMPORARY WOODEN STEPS	300.00	L.F.	\$1.00	\$300.00	
79	7.16 D	Bid Item	TEST PITS	25.00	C.Y.	\$250.00	\$6,250.00	
80	7.16 WR	Bid Item	TEST PITS	25.00	C.Y.	\$750.00	\$18,750.00	
81	7.35	Bid Item	PEDESTRIAN CHANNELIZER	650.00	L.F.	\$0.10	\$65.00	
82	7.48 C	Bid Item	8" PERFORATED CORRUGATED POLYVINYL CHLORIDE UNDERDRAIN WITH FILTER FABRIC	820.00	L.F.	\$300.00	\$246,000.00	
83	7.50 CB2	Bid Item	CITY BENCH WITH BACK (V 2)	4.00	EACH	\$2,000.00	\$8,000.00	
84	7.50 FCR	Bid Item	ALLOWANCE FOR FURNISHING CITYRACK	1.00	F.S.	\$16,000.00	\$16,000.00	Price bid shall be for the Fixed Sum of: \$16,000.00
85	7.50 ICR	Bid Item	CITYRACK INSTALLATION	3.00	EACH	\$1,500.00	\$4,500.00	
86	7.55 PM	Bid Item	STEEL PIPE HANDRAIL - POST MOUNTED	700.00	L.F.	\$200.00	\$140,000.00	
87	7.55 SRIP	Bid Item	STEEL RAILINGS AND HANDRAILS WITH INFILL PANELS	750.00	L.F.	\$300.00	\$225,000.00	
88	7.88 AA	Bid Item	RODENT INFESTATION SURVEY AND MONITORING	1.00	L.S.	\$5,000.00	\$5,000.00	
89	7.88 AB	Bid Item	RODENT BAIT STATIONS	180.00	EACH	\$65.00	\$11,700.00	Unit price bid shall not be less than: \$65.00
90	7.88 AC	Bid Item	BAITING OF RODENT BAIT STATIONS	180.00	EACH	\$11.00	\$1,980.00	Unit price bid shall not be less than: \$11.00
91	7.88 AD	Bid Item	WATERBUG BAIT APPLICATIONS	60.00	BLOCK	\$75.00	\$4,500.00	Unit price bid shall not be less than: \$75.00
92	7.96 A	Bid Item	ANTI-GRAFFITI COATING	10,850.00	S.F.	\$0.10	\$1,085.00	
93	70.61RE	Bid Item	ROCK EXCAVATION	50.00	C.Y.	\$1.00	\$50.00	
94	70.71SB	Bid Item	STONE BALLAST	40.00	C.Y.	\$15.00	\$600.00	Unit price bid shall not be less than: \$15.00
95	70.81CB	Bid Item	CLEAN BACKFILL	380.00	C.Y.	\$15.00	\$5,700.00	Unit price bid shall not be less than: \$15.00
96	73.11AB	Bid Item	ADDITIONAL BRICK MASONRY	30.00	C.Y.	\$62.50	\$1,875.00	Unit price bid shall not be less than: \$62.50
97	73.21AC	Bid Item	ADDITIONAL CONCRETE	250.00	C.Y.	\$62.50	\$15,625.00	Unit price bid shall not be less than: \$62.50
98	73.41AG	Bid Item	ADDITIONAL SELECT GRANULAR BACKFILL	105.00	C.Y.	\$15.00	\$1,575.00	Unit price bid shall not be less than: \$15.00
99	8.01 C1	Bid Item	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	1,924.00	TONS	\$60.00	\$115,440.00	Unit price bid shall not be less than: \$60.00
100	8.01 C2	Bid Item	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	10.00	SETS	\$2,500.00	\$25,000.00	Unit price bid shall not be less than: \$2,500.00
101	8.01 H	Bid Item	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	321.00	TONS	\$375.00	\$120,375.00	Unit price bid shall not be less than: \$375.00

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

Project ID: HWX006-01
ePIN: 85025B0045

TOTAL BID PRICE: \$9,728,000.00

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
102	8.01 S	Bid Item	HEALTH AND SAFETY	1.00	L.S.	\$300.00	\$300.00	Unit price bid shall not be less than: \$300.00
103	8.01 W1	Bid Item	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	5.00	DAY	\$1,700.00	\$8,500.00	Unit price bid shall not be less than: \$1,700.00
104	8.01 W2	Bid Item	SAMPLING AND TESTING OF CONTAMINATED WATER	5.00	SETS	\$1,600.00	\$8,000.00	Unit price bid shall not be less than: \$1,600.00
105	8.02 A	Bid Item	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	10.00	S.F.	\$6.00	\$60.00	
106	8.02 B	Bid Item	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	10.00	L.F.	\$7.00	\$70.00	
107	8.22 D	Bid Item	THREE PLY MEMBRANE WATERPROOFING	500.00	S.F.	\$12.00	\$6,000.00	
108	8.32	Bid Item	BARK CHIP MULCH	60.00	S.Y.	\$20.00	\$1,200.00	
109	8.53 WFR	Bid Item	RETAINING WALL FLAG REPAIRS	1.00	F.S	\$250,000.00	\$250,000.00	Price bid shall be for the Fixed Sum of: \$250,000.00
110	9.04 HW	Bid Item	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE	1.00	F.S	\$75,350.00	\$75,350.00	Price bid shall be for the Fixed Sum of: \$75,350.00
111	9.06 HW	Bid Item	ALLOWANCE FOR DECORATIVE MESH FABRIC	1.00	F.S	\$10,000.00	\$10,000.00	Price bid shall be for the Fixed Sum of: \$10,000.00
112	9.09	Bid Item	UNDERDRAIN FILTER, TYPE I	250.00	C.Y.	\$1.00	\$250.00	
113	9.10 ESS	Bid Item	TEMPORARY EXCAVATION SUPPORT SYSTEM	3,300.00	S.F.	\$8.00	\$26,400.00	
114	9.3	Bid Item	STORM WATER POLLUTION PREVENTION	1.00	L.S.	\$1.00	\$1.00	Unit price bid shall not be less than: \$1.00
115	9.6	Bid Item	UNDERPINNING	1.00	F.S	\$150,000.00	\$150,000.00	Price bid shall be for the Fixed Sum of: \$150,000.00
116	9.71 WBB	Bid Item	VIBRATION MONITORING OF EXISTING BUILDINGS	1.00	L.S.	\$400,000.00	\$400,000.00	
117	9.95 GC	Bid Item	GRANITE COPING	750.00	L.F.	\$300.00	\$225,000.00	
118	9.95 GCBC	Bid Item	BEVELED GRANITE COPING WITH INTEGRAL BIKE CHANNEL	160.00	L.F.	\$500.00	\$80,000.00	
119	9.95 GST	Bid Item	GRANITE STAIR TREADS	780.00	L.F.	\$200.00	\$156,000.00	
120	9.95 GV	Bid Item	GRANITE VENEER	4,510.00	S.F.	\$50.00	\$225,500.00	
121	9.99 M	Bid Item	FLASHING ARROW BOARD	24.00	MONTH	\$300.00	\$7,200.00	
122	HW-900H	Bid Item	ALLOWANCE FOR CITY WORK ACCELERATION	1.00	F.S	\$150,000.00	\$150,000.00	Price bid shall be for the Fixed Sum of: \$150,000.00
123	SL-20.01.02	Bid Item	F&I FDN FOR TYPE WF 12'-0" STEEL AND TYPE FM LPs, AS PER DWG FDN-005.	10.00	EACH	\$1,800.00	\$18,000.00	
124	SL-20.08.01	Bid Item	RMV STANDARD TYPE ANCHOR BOLT CONCRETE FDN	4.00	EACH	\$550.00	\$2,200.00	
125	SL-21.04.55	Bid Item	INSTALL TYPE "FMP" LP AS PER DWG LP-018	10.00	EACH	\$3,150.00	\$31,500.00	
126	SL-21.09.05	Bid Item	RMV STANDARD FABRICATED STEEL LPs WITH ARM(S), LUM.(S), CONTROL(S) AND ALL ATTACHMENTS, IF ANY.	4.00	EACH	\$850.00	\$3,400.00	
127	SL-22.05.26	Bid Item	INSTALL 70W MAX LED "FMP" TYPE LUM. AS PER SPEC. NO. 474 AND DWG LP-018. GND WIRE INCLUDED WITH THIS ITEM.	10.00	EACH	\$1,200.00	\$12,000.00	
128	SL-22.05.26F	Bid Item	FURNISH 70W MAX LED "FMP" TYPE LUM. AS PER SPEC. NO.474 AND DWG LP-018. GND WIRE INCLUDED WITH THIS ITEM.FINISH COLOR SHALL BE BLACK FEDERAL NO.27038.	10.00	EACH	\$1,785.00	\$17,850.00	
129	SL-26.01.02	Bid Item	F&I LONG LIFE PHOTOELECTRIC CONTROL WITH SURGE, PROTECTION FOR LED LIGHT	10.00	EACH	\$140.00	\$1,400.00	
130	SL-27.01.01	Bid Item	FURNISH AND INSTALL VERTICAL ALUMINUM TAG ON A LAMPOST, AS PER DRAWING SL-MIS-004	10.00	EACH	\$350.00	\$3,500.00	
131	SL-28.01.01	Bid Item	F&I COPPER WELD GND ROD AND CLAMP AS PER DWG SL-MIS-014.	10.00	EACH	\$740.00	\$7,400.00	
132	SL-29.01.03	Bid Item	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING, AS PER DRAWING J-5226	4.00	EACH	\$1,800.00	\$7,200.00	
133	SL-33.01.02	Bid Item	F&I NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	1,205.00	L.F.	\$8.75	\$10,543.75	
134	SL-35.05.03	Bid Item	F&I 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA.	330.00	L.F.	\$79.00	\$26,070.00	
135	SL-35.05.04	Bid Item	F&I 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA.	330.00	L.F.	\$82.00	\$27,060.00	
136	SL-37.05.09	Bid Item	F&I TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWGs BOX-001 AND BOX 002.	10.00	EACH	\$5,100.00	\$51,000.00	
137	SL-37.05.10	Bid Item	F&I TYPE 3018 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWGs BOX-001 AND BOX 002	10.00	EACH	\$6,100.00	\$61,000.00	
138	JB-FS-CE	Bid Item	CON EDISON JB FIXED SUM	1.00	F.S	N/A	\$89,850.00	Price bid shall be for the Fixed Sum of: \$88,375.00
139	JB-FS-VZ	Bid Item	ECS-VERIZON JB FIXED SUM	1.00	F.S	N/A	\$10,000.00	Price bid shall be for the Fixed Sum of: \$10,000.00
		Subtotal	SUBTOTAL				\$9,007,566.75	
140	6.39 B	Mob	MOBILIZATION	1.00	L.S.	\$720,433.25	\$720,433.25	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.

Note applies to JB Specialty Items listed in below: if the same JB Specialty Item is listed multiple times under different utility companies, the bidder must enter the same bid price for that JB Specialty Item. If different prices are entered for the same JB Specialty Item within the Fixed Sum amounts for different utilities, the lowest price will be used for that JB Specialty item for each Fixed Sum amount for every utility.

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

Project ID: HWX006-01
ePIN: 85025B0045

TOTAL BID PRICE: \$9,728,000.00

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
CE1	N/A	CE Item	JB FIXED SUM PRICE LIST, ACCOMODATION, AND CONTINGENCY WORK	1.00	F.S	N/A	\$88,375.00	
CE2	JB 500	CE Item	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	175.00	LF	\$5.00	\$875.00	Unit price bid shall not be less than: \$5.00
CE3	JB 603E.1	CE Item	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	30.00	LF	\$20.00	\$600.00	Unit price bid shall not be less than: \$4.00
	JB-FS-CE	Subtotal	CON EDISON JB FIXED SUM	1.00	F.S	N/A	\$89,850.00	Price bid shall be for the Fixed Sum of: \$88,375.00
VZ1	N/A	VZ Item	JB FIXED SUM PRICE LIST, ACCOMODATION, AND CONTINGENCY WORK	1.00	F.S	N/A	\$10,000.00	
	JB-FS-VZ	Subtotal	ECS-VERIZON JB FIXED SUM	1.00	F.S	N/A	\$10,000.00	Price bid shall be for the Fixed Sum of: \$10,000.00

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, THE HALCYON CONSTRUCTION CORPORATION
65 MARBLE AVENUE
PLEASANTVILLE, NY 10570

hereinafter referred to as the "Principal", and Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

Ten Percent of Amount Bid

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

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

HWX006-001; Reconstruction of Henwood Place Step Street between Morris Avenue & Walton Avenue,
Bronx, 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.

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 31st day of January, 2025.

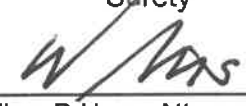


THE HALCYON CONSTRUCTION CORPORATION (L.S.)
Principal

By: 



Travelers Casualty and Surety Company of America
Surety

By: 
William D Haas, Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Westchester ss:
On this 31st day of Jan, 2025, before me personally came
Sal Leopoldo to me known, who, being by me duly sworn, did
depose and say that he/she/they resides at
Orangeburg NY
that he/she/they is the Vice President of Halcyn Construction
Corp

the corporation described in and which executed the foregoing instrument; that he/she/they knows
the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it
was so affixed by order of the directors of said corporation, and that he/she/they signed his name
thereto by like order.

[Signature]

MARIA DIOGUARDI
Notary Public-State of New York
No. 01D16234276
Qualified in Westchester County
Commission Expires 01/18/2027
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of _____

County of _____

On the _____ day of _____, _____ before me personally came _____ to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in _____ that he/she/they is (are) the _____ of the _____, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

My commission expires _____
Notary Public

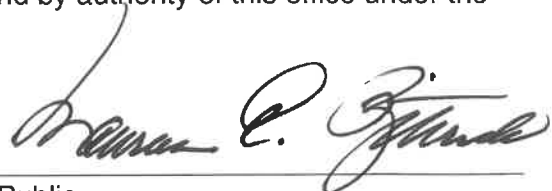
Surety Acknowledgment

State of New York

County of Westchester

On the 31st day of January, 2025 personally came William D. Haas to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Travelers Casualty and Surety Company of America in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

MAUREEN A KITTRICK
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01K14986881
My commission expires _____
~~COMMISSION EXPIRES 09/30/2025~~


Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William D. Haas** of **Rye, NY**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: 

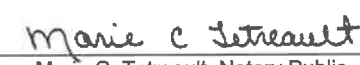
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **January**, **2025**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	\$ 3,429,701,342
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,603,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,316,234,716
TOTAL ASSETS	\$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	\$ 5,747,936,058

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027





**Department of
Design and
Construction**

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

DIVISION OF INFRASTRUCTURE

30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
_____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
IN HOUSE
DATE PREPARED:
June 12, 2024



VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWX006-01

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

**RECONSTRUCTION OF HENWOOD PLACE STEP
STREET
BETWEEN MORRIS AVENUE AND WALTON
AVENUE**

**INCLUDING CONSTRUCTION OF RETAINING WALLS, ADA
RAMPS, STAIRS, STEP STREET DRAINAGE, STREET
LIGHTING, LANDSCAPING, AND INSTALLATION OF
STREET FURNITURE**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF THE BRONX
CITY OF NEW YORK**

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFORMATION FOR BIDDERS
December 2021

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

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1. Description and Location of Work

The description and location of the work for which bids are requested are specified in the PASSPort RFx field "Description".

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in the PASSPort RFx, at which time they will be publicly opened and read aloud in the presence of the Commissioner or the Commissioner's 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 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 in the PASSPort RFx.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in the PASSPort RFx. 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 the PASSPort RFx.

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 The PASSPort RFx.
- (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 the Commissioner finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with the Commissioner's written approval.

9. Examination of Proposed Contract

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date

for commencement of work by written notice to the bidder, the bidder at the bidder's option, may ask to be relieved of the bidder's obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

- (A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.
- (B) Mistakes Discovered Before Award
- (1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:
 - (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
 - (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
 - (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
 - (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - (e) It is possible to place the agency in the same position as existed prior to the bid.
 - (2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.
 - (3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

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

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

- (1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
- (2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- (3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- (4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(B) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and

file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

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)669-2323.

26. Bid, Performance and Payment Security

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

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or

surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

- (D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at <https://www.fiscal.treasury.gov/surety-bonds/>.

- (E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

- (A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.
- (B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of the bidder's working organizations, prior experience and performance record.
- (C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to the bidder's 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 PASSPort Vendor Profile.

30. Labor Law Requirements

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

31. Insurance

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

32. Lump Sum Contracts

- (A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.
- (B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.
- (C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

- (A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price,

arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
 - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
- (3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;
 - (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
 - (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
 - (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
 - (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
 - (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
 - (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
 - (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.
- (E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.
- (F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.
- (G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested,

as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth in the PASSPort RFx.

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS FOR CONSTRUCTION
CONTRACTS

January 2020

THE DDC SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS INCLUDE THE FOLLOWING SECTIONS:

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

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 contracts must, at a minimum, comply with the most current versions of all applicable federal, state and city laws, rules, and regulations, including without limitation:

- ❑ Code of Federal Regulations, Title 29, Part 1926 (29 CFR 1926) and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA);
- ❑ Federal Highway Administration – Manual on Uniform Traffic Control Devices (MUTCD);
- ❑ New York Codes, Rules and Regulations (NYCRR), Title 12, Part 23 – Protection in Construction, Demolition and Excavation Operations;
- ❑ New York Codes, Rules and Regulations (NYCRR), Title 16, Part 753 – Protection of Underground Facilities;
- ❑ New York City Administrative Code, Title 28 – New York City Construction Codes;
- ❑ Rules of the City of New York, Title 15, Chapter 13 – Rules Pertaining To the Prevention of the Emission of Dust from Construction Related Activities;
- ❑ Rules of the City of New York, Title 15, Chapter 28 – Citywide Construction Noise Mitigation;
- ❑ Rules of the City of New York, Title 34 Chapter 2 – NYCDOT Highway Rules.

The Contractor will be required to comply with all new and/or revised federal, state and city laws, rules, and regulations, issued during the course of the project, at the expense of the Contractor without any additional costs to the DDC.

II. PURPOSE

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

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO will mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer (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. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

Construction Safety Auditor: A representative of the Office of Construction Safety 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 audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Office of Construction Safety: A unit of DDC Safety and Site Support that assesses contractor's safety on DDC jobsites and advises responsible parties of needed corrective actions.

Registered Construction Superintendent: For certain projects, as defined in New York City Construction Codes – Title 28, the contractor will provide a Construction Superintendent registered with the NYC Department of Buildings and responsible for all duties as defined in Chapter 33 of Title 1 of the Rules of the City of New York.

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

Daily Safety Job Briefing: Daily jobsite safety briefings, given to all jobsite personnel at project site by the Contractor before work begins and/or if hazards or potential hazards are discovered while working, with the purpose of discussing the scheduled activities for the day, the hazards related to these activities, activity specific safety procedures, and Job Hazard Analysis associated with the scheduled construction work. Daily jobsite briefings will be documented, available at the jobsite, and will include at a minimum, topics, name and signature of the person conducting the briefing session, names and signatures of attendants, name of the designated competent person, contractor's name, DDC Project ID, date, time, and location.

Director – Office of Construction Safety: Responsible for the operations of the Office of Construction Safety and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job tasks and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards. A JHA will be documented, available at the jobsite and will include at a minimum work tasks, being performed, identified hazards, control methods for the identified hazards, contractor's name, DDC Project ID, location, date, name and signature of certifying person. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

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, maintenance and protection of traffic, and excavation protective system, among others.

Project Site: Those areas indicated in the Contract Documents where the Work is to be performed.

Project Safety Representative: The designated Project Safety Representative will have at a minimum an OSHA 30-hour Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. This individual will be responsible to oversee safety performance of the required construction work, conduct documented daily safety inspections, and implement corrective actions to maintain a safe work site. The Project Safety Representative must have sufficient experience and skills necessary to thoroughly understand the health and safety hazards and controls and must have authority to undertake corrective actions. A dedicated full-time Project Safety Representative may be required on large projects and projects deemed by DDC to be particularly high risk. DDC reserves the right to request a dedicated full-time Project Safety Representative for any reason at any time during the course of the project at the expense of the Contractor without any additional costs to the DDC. The full-time Project Safety Representative will be present at the site during all work activities.

Resident Engineer (“RE”): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. The RE may be a consultant retained by DDC, including a Construction Management (CM) or Resident Engineer Inspection (REI) firm. If DDC has retained a CM, REI or other consultant firm to perform management and oversight for the Project (e.g., CM-Builder, CM-Design-Builder, Project Manager, Program Manager), that CM, REI or other consultant is the Resident Engineer for purposes of these Safety Requirements.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

Site Safety Manager: For certain projects, as defined in New York City Construction Codes – Title 28, the Contractor will provide a Site Safety Manager with a Site Safety Manager License issued by the New York City Department of Building.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a DDC project. The Site Safety Plan will identify the project work scope, identify hazards associated with the project work and include project specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan will be submitted within 30 days from the Award Date or as otherwise directed and is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site.

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 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. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor's name, DDC Project ID, date, and location.

Work: The construction required by the Contractor's Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project. For the purposes of these Safety Requirements, the term "Work" includes all Utility Interference work (commonly referred to as "Section U", "EP-7", and "Joint Bid" work) performed in association with this Contract.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects will 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

1. Review and facilitate Contractor(s) Site Safety Plan submittals to DDC for acceptability.
2. Notify the Office of Construction Safety of the commencement of construction work.
3. Develop and implement a training verification process to ensure that all CM/REI, consultant, Contractor, and subcontractor employees are properly trained. Maintain all applicable initial and refresher training records and assures documentation availability on site.
4. Maintain documentation of and attend weekly safety meetings and daily safety job briefings.
5. Assure that Contractor(s) JHA's are current to reflect the work tasks being performed, hazards, and control methods to mitigate the identified hazards. Verify that all employees at the job site are trained on the JHAs and maintain supporting documentation on site.
6. Assure adequate planning for all critical construction activities (crane operation, excavation, confined space entry, etc.) including coordination between Contractor(s) /DDC/ other Agencies as required.
7. Maintain custody of all construction related permits, plans, approvals, drawings, etc., related to the project and assure their availability on site.
8. Recognize, minimize, or eliminate jobsite and public hazards, through required planning, inspection, verification, and corrective action process.
9. Monitor the conditions at the site for conformance with the Contractor's Site Safety Plan, DDC policies, permits, and all applicable regulations and documentation that pertain to construction safety.
10. Notify the Contractor and DDC immediately upon determination of any condition or activity existing which is not in compliance with the Contractor's Site Safety Plan, applicable federal, state or local codes or any

condition that presents a potential risk of injury to the public or workers or possible damage to property. Direct the Contractor to provide such labor, materials, equipment, and supervision to remedy such conditions.

11. Notify the Office of Construction Safety and the ACCO's Insurance and Risk Management Unit of project-related accidents, incidents, and near misses as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure within two (2) hours.
12. In case of an accident, incident, or near miss, RE is responsible to protect the integrity of the accident site including but not limited to: the safeguarding of all evidence, documentation of all personnel on site at the time of the accident, gather facts related to all accidents, incidents, or near miss, and prepare required DDC Construction Accident Report as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure. Maintain all records pertaining to accidents, incidents, and near miss and have them available upon request.
13. Notify the Office of Construction Safety within two (2) hours of the start of an inspection by any outside/regulatory agency personnel, including NYS, OSHA, NYC DOB or any other City/State/Federal oversight entity and forward a copy of the inspection report within one business day of its receipt.
14. Escort and assist Construction Safety Auditors during all field and record audits.
15. Report any emergency conditions to the Office of Construction Safety immediately.

Note: In addition to the responsibilities listed above, if the Resident Engineer is a CM/REI or other non-City party hired by the City to manage the Project, the Resident Engineer is also required to do the following:

16. Provide personnel who are certified and or trained appropriately for the requirements of the project.
17. Perform an investigation for any project-related accidents, incidents, and near misses. Within 24-hours of the time of the accident, incident, or near miss, the CM/REI will submit an investigation report to the Office of Construction Safety. Such report will include proposed remedial measures and implementation of corrective actions to prevent recurrence.

DDC reserves the right to request that the CM/REI replace any CM/REI personnel for any reason at any time during the project.

B. Construction Contractors

Note: For CM-Build and CM-Design-Build Projects, the CM will meet all requirements listed in this section, as well as the Resident Engineer section above.

1. Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
2. Submit a Site Safety Plan within 30 days from the Award Date or as otherwise directed. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. The Site Safety Plan will be revised and updated as necessary during the course of the project. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).
3. Designate and identify a Project Safety Representative in the Site Safety Plan. The Contractor will immediately notify the Office of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Project Safety Representative. In the event the primary designated Project Safety Representative is temporary unable to perform his or her duties, an alternate Project Safety Representative will be provided. Resumes, outlining the qualification and experience for the Project Safety Representative (s) will be included in the Site Safety Plan and available upon request. DDC reserves the right to request the Contractor to replace a Project Safety Representative for any reason at any time during the course of the project.
4. Designate and identify a Competent Person(s) in the Site Safety Plan. Contractor/subcontractor may be required to provide more than one competent person due to construction operations and based on a number of work tasks/areas. DDC reserves the right to request the Contractor to replace a Competent Person or provide additional Competent Person(s) for any reason at any time during the course of the project. The Competent Person will be present at the site during all work activities.
5. For certain projects, as defined in New York City Construction Codes – Title 28, designate and identify the Licensed Site Safety Manager or Registered Construction Superintendent. Resumes, outlining the qualification and experience for the Licensed Site Safety Manager or Registered Construction Superintendent will be included in the Site Safety Plan and available upon request. The Contractor will immediately notify the Office

of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Site Safety Manager and/or Construction Superintendent. In the event the primary designated Site Safety Manager or Construction Superintendent is temporarily unable to perform his or her duties, an alternate Licensed Site Safety Manager and/or Registered Construction Superintendent will be provided. The Office of Construction Safety must be informed of such change. DDC reserves the right to request the Contractor to replace Site Safety Manager or Construction Superintendent for any reason at any time during the course of the project.

6. Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7. Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8. Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor 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 Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9. Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.

All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space, etc.) will be provided to the RE prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review.
10. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Attendance at weekly safety meetings and daily job briefing sessions is mandatory. A written record of weekly safety meetings will be available upon request and job briefing sessions will be available at the worksite.
11. As part of the Site Safety Plan, prepare site specific procedures, such as maintenance and protection of traffic plan, steel erection plan, confined space program, fall protection plan, demolition plan, site specific emergency evacuation plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
12. Have immediately available for review at the project site where actual construction activities are being performed all applicable documentation, including but not limited to: JHAs for work tasks being performed, all required training records, MPT plan (where applicable), Noise and Dust Mitigation Plans, excavation protective system drawings (where applicable), Emergency Evacuation plan, fall protection program (where applicable), confined space program (where applicable), all required permits, daily job briefing records, all required documentation for crane operation (where applicable), daily inspection checklist, scaffold and sidewalk drawings (when applicable), safety data sheets for chemicals in use.
13. Comply with all federal, state and local safety and health rules, laws, and regulations.
14. Comply with all provisions of the Site Safety Plan.
15. 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.). The project specific MPT plan will be developed, implemented, and reviewed during the course of the project.
16. The Project Safety Representative will conduct daily safety inspections, document the inspection results, implement corrective actions for the identified hazards. Maintain the inspection records and have them available upon request.
17. **Report unsafe or unhealthy conditions to the RE as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions. Should an imminent dangerous condition be discovered, Contractor will stop all work in the area of danger until corrections are made.**
18. Report all accidents, incidents and near misses involving injuries to workers or the general public, as well as property damage, to the RE within one (1) hour.
19. Following an accident or incident, unless otherwise directed, the Contractor will not remove or alter any equipment, structure, material, or evidence related to the accident or incident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury. Take

additional measures as necessary to secure the accident or incident site and to protect against any further injury or property damage.

20. The Contractor will perform an investigation into the root cause of the accident, incident, or near miss. Within 24 hours of an accident, incident, or near miss, the Contractor will prepare and submit to the RE a written investigation report detailing findings, corrective actions, and hazard mitigation implementation to prevent recurrence.
21. Notify the RE within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB, or others.
22. Maintain all records pertaining to all required safety compliance documents, accidents and incidents reports. DDC reserves the right to request copy of any records pertaining to the safety of the project and required by DDC and other federal, state, and city agencies, including but not limited to permits, training records, safety inspection records, drawings, equipment records, etc.
23. Cooperate with DDC Office of Construction Safety/ RE and address DDC recommendations on safety, which will in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor will submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor will provide the requested information within 15 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and
- Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: Past safety performance on DDC projects (accidents; status of site safety plan submittals; etc.)
- Criteria 6: OSHA violation history for the last three (3) years;
- Criteria 7: Contractor will provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Office of Construction Safety may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

VI. SITE SAFETY PLAN

Within thirty (30) days from the Award Date or as otherwise directed, the Contractor will submit the Site Safety Plan. The Site Safety Plan will identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. Due to the project work scope and project duration, the Office of Construction Safety may grant a conditional acceptance for a Site Safety Plan without all sections being complete. In a case of a "Conditional Acceptance" of a Site Safety Plan,

the Contractor will provide the remaining sections previously incomplete and/or not submitted for review and acceptance by the Office of Construction Safety prior to the commencement of the construction activities. The Office of Construction Safety reserves the right to withdraw the initial “Conditional Acceptance” if the Contractor fails to provide the remaining sections of a Site Safety Plan. Failure by the Contractor to submit an acceptable Site Safety Plan will be grounds for default.

Site Safety Plan requirements: The Site Safety Plan will be a written document and will apply to all project specific Contractor and subcontractor operations, and will have at a minimum, the following elements with each described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction). All Site Safety Plan sections will be numbered in the order listed below. For sections, which are not applicable for the type of the work being performed by the Contractor on DDC project, the Contractor will in writing indicate “Not applicable based on the project work scope.” The Site Safety Plan will include Contractor’s name, DDC project ID, project location (s), and development and revision dates. The Site Safety Plan will include the sections, attachments, and appendixes provided in the Site Safety Plan. All pages of the Site Safety Plan will be numbered. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).

1. Project Work Scope – Detailed information regarding work tasks that will be performed by Contractor and subcontractors under the project.
2. Responsibility and Organization – Contractor’s organization chart with responsible personnel for the project, including titles, names, contact information, roles, and responsibilities. All Contractor’s personnel required by the DDC Safety Requirements will be identified.
3. Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
4. Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE) to protect workers, property and general public, Contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
5. Protection of Public – Project specific procedures covering safety of the general public during all project construction activities.
6. Hazard Corrective Actions - Procedures for hazard identification, including responsible person(s), frequency of safety inspections, implementation of corrective actions, safety inspection checklist.
7. Accident/Exposure Investigation – Project specific procedures for accident/incident/near miss investigation and implementation of corrective actions. Accident/incident/near miss notification procedure of DDC project staff (time frame and responsible personnel).
8. Recording and Reporting Injuries – Procedures to meet 29 CFR 1904 requirements.
9. First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
10. Project Specific Fire Protection and Prevention Program – Project specific procedures, including responsible staff, fire alarm system/methods, hot work procedures, etc.
11. Housekeeping Procedure.
12. Project Specific Illumination Procedure.
13. Project Specific Sanitation Procedure.
14. Personal Protective Equipment (PPE), including Respiratory Protection Program and Hearing Conservation Program, if required.
15. Hazard Communication Program – Contractor’s Hazard Communication Program, responsible staff; training; SDS records, project specific list of chemicals; location of the program and SDS records.
16. Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
17. Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system/devices, evacuation procedure, procedure to account for employees after evacuation, etc.
18. Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
19. Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employee’s exposure and protection, safety procedures, etc.

20. Material Handling, Storage, Use and Disposal – Project specific information regarding material storage, disposal, and handling: procedures, plan/drawings, etc.
21. Signs, Signals, and Barricades – Use of danger/warning signs, safety instruction signs, sidewalk closure and pedestrian fencing and barricades (if not included in the MPT plan), etc.
22. Tools – Hand and Power – Safety procedures for the type of tools to be used.
23. Scaffold – Project specific scaffold types, procedures, training requirements, scaffold drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; competent person, criteria for project specific scaffold, falling object protection, procedures for aerial lifts/scissor lifts.
24. Welding and Cutting – Project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits (if not covered by Contractor's Fire Prevention and Protection program, FDNY certificate requirements).
25. Electrical Safety – Project specific procedures, including lock out-tag out.
26. Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan, responsible staff.
27. Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
28. Excavation Safety – Competent person; excavation procedures; project specific protective system, including drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed.
29. Protection of Underground Facilities and Utilities Procedure, including responsible staff and responsibilities.
30. Concrete and Masonry Construction Procedures
31. Maintenance and Protection of Traffic Plan – Project specific MPT plan, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; flagmen training, public safety, etc.
32. Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person, fall protection plan, training requirements, etc.
33. Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
34. Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
35. Stairways and Ladders – Types of stairs and ladders, safety procedures, training requirements.
36. Alcohol and Drug Abuse Policy
37. Rodents and Vermin Controls
38. Toxic and Hazardous Substances – Safety procedures for substances that Contractor's and subcontractor's employees can be exposed on project.
39. Noise Mitigation Plan – Completed project specific Noise Mitigation Plan, and noise mitigation procedures.
40. Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
41. Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site, procedures
42. Dust Mitigation Plan – Completed project specific Dust Mitigation Plan, and dust mitigation procedures.
43. Working Over and Near Water. Diving Operations – safety procedures including personal protective equipment, fall protection, rescue services, etc.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the Contractor. The Contractor will conduct a site and task assessment to identify the tasks and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA will be communicated to all Contractor/subcontractor personnel on site. The JHA will include safety hazard identification and controls to protect employees, general public, and property.

The initial JHA will be included in the Contractor's Site Safety Plan and the current JHA form will be available at the construction site for reference. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

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

Prior to the start of construction activities on all DDC projects, RE will invite the Office of Construction Safety to the construction kick-off meeting. The Office of Construction Safety representative(s) will participate in this meeting with the Contractor and RE for the purpose of:

- A. Reviewing DDC Contract Safety Requirements
- B. Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
- C. Reviewing the Site Safety Plan and JHA requirements.
- D. Reviewing Accident/Incident reporting and investigation procedures.
- E. Reviewing designated safety contacts, roles, and responsibilities.
- F. Discussing planned inspections and audits of the site by the Office of Construction Safety 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 Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
- B. The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (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 – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
- E. The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
- F. The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

The Contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project will be a reason to rate a Contractor unsatisfactory which may be reflected in the City's PASSPort system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

NOTICE TO BIDDERS

Please be advised that the following Riders to the March 2017 New York City Standard Construction Contract have been attached and incorporated in this Invitation for Bid:

- Rider regarding Non-Compensable Delays and Grounds for Extension;
- Rider regarding NYC Earned Safe and Sick Time Act;
- Rider regarding City Fleet and Truck Safety Requirements for City Contractors.

Other than provisions specifically delineated in the Riders, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

**RIDER TO NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (MARCH
2017) REGARDING NON-COMPENSABLE DELAYS AND GROUNDS FOR
EXTENSION**

The following provisions supersede the corresponding provisions in the March 2017 version of the New York City Standard Construction Contract:

1. Section **11.5.1** provides as follows:

11.5.1 The acts or omissions of public or government bodies (other than **City** agencies) or of any third parties who are disclosed in the **Contract Documents**, or those third parties who are ordinarily encountered or who are generally recognized as related to the **Work**, including but not limited to, **Other Contractors**, utilities or private enterprises;

2. Section **11.5.6** provides as follows:

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability or failure to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government, quarantine restrictions, and freight embargoes; including the **City's** reasonable responses to any of the above; and

3. Section **13.3** provides as follows:

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 any of the acts or omissions of the **City**, its officials, agents or employees set forth in Articles **11.4.1.1** through **11.4.1.9**; or

13.3.2 By or attributable to any of the items set forth in Articles **11.5.1** through **11.5.7**.

13.3.3 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.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. Introduction and General Provisions.

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.¹ Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

New York City Mayoral Executive Order No. 39 Rider
City Fleet and Truck Safety Requirements for City Contractors

Version: 11/19/24

Section 1.01 Background

This rider is included in the Agreement and made a part thereof pursuant to the provisions of Mayoral Executive Order 39 of 2024.

Section 1.02 Definitions

- A. Capitalized terms not otherwise defined in this rider shall have the meaning ascribed to them in the Agreement.
- B. Agreement: The agreement between the City and the Contractor, to which this rider has been added and made a part.
- C. City-contracted Vehicle means a Truck (as hereinafter defined) or any other motor vehicle that the Contractor anticipates providing in accordance with this Agreement or using in performing its obligations under this Agreement on a weekly or more frequent basis¹. This includes those vehicles anticipated to be provided or used by subcontractors to fulfill the scope of a subcontract for work to be performed under a contract that is subject to the Executive Order, regardless of monetary value of the subcontract, if the vehicle is utilized on a weekly or more frequent basis.
- D. Contracting Agency: the City agency or office through which the City of New York has entered into this Agreement.

¹ The following vehicles are not considered City-contracted vehicles and are thus not subject to Executive Order 39: any motor vehicle or truck that is utilized pursuant to (1) contracts registered prior to July 1, 2024, including the renewal, extension, or modification of such contracts; (2) an agency on-call emergency contract; (3) an emergency procurement made pursuant to section 3-06 of title 9 of the Rules of the City of New York or pursuant to an executive order of the Mayor or Governor issued under section 24 or section 29-A of the New York State Executive Law; (4) intergovernmental contracts; (5) government-to-government contracts between the City and any State or Federal government agency; and (6) a contract for utilities, as identified in subdivision (b) of section 825 of the New York City Charter.

- E. Contractor: the entity providing services under this Agreement.
- F. Executive Order: Mayoral Executive Order 39 of 2024, as it may be amended.
- G. High Vision Truck: A Truck with a cab-over or cab-forward design wherein the driver sits in front of the front axle as opposed to conventional cab design wherein the engine and front axle are in front of the driver. The distance from the forward of the center of the vehicle bumper at which the driver can see the top of a 3-foot cone shall not exceed eight feet and the distance beyond the exterior of the passenger side door at which the driver can first see the top of the 4-foot cone shall not exceed six feet.
- H. Registration: Registration of this Agreement pursuant to Section 328 of the New York City Charter.
- I. Telematics: Automatic vehicle location systems that track vehicle location and speed and alert the driver and another designated person(s) to such location and speed in real time.
- J. Truck: A City-contracted Vehicle with a manufacturer's gross vehicle weight rating exceeding 10,000 pounds. The term does not include off-road construction vehicles.
- K. Truck Surround Cameras: A system of cameras, sensors, and alerts placed on a Truck that provides a Truck operator with a full view of all four sides of the Truck.
- L. Vehicle Safety Plan: A plan with regard to City-contracted Vehicles, approved by the Contracting Agency, that includes the components listed in Section 2.03(A) through (F) of this rider.

Section 2.01 Vehicle Requirements

All City-contracted Vehicles shall conform to the following requirements:

- A. Truck Surround Cameras: All Trucks, other than High Vision Trucks, shall be outfitted with truck surround cameras in accordance with the following schedule:
 - a. Contracts involving 10 or fewer Trucks: No later than 12 months from Registration.
 - b. Contracts involving more than 10 Trucks: No later than 18 months from Registration.
 - c. New or replacement Truck acquired after work under this Agreement has begun: Truck must be outfitted with Truck Surround Cameras within 12 months from the date of first using such Truck.
 - d. Contractor must submit to the Contracting Agency photographic and purchase order evidence, that is satisfactory to the Contracting Agency, of compliance with this Paragraph (A).

- B. Truck Side-guards: Contractor shall provide side-guards for City-contracted Vehicles as applicable pursuant to Section 6-141 of the New York City Administrative Code.
- C. Telematics: All City-contracted Vehicles must be installed with Telematics. Data gathered by Telematics must be made available in a manner that is satisfactory to the Contracting Agency.

Section 2.02 Safety Requirements

Contractor shall provide the following:

- A. Licensing: Contractors shall ensure proper licensing for all drivers who operate City-contracted Vehicles. Contractors shall ensure that all drivers operating City-contracted Vehicles are enrolled in the New York State License Notification System (LENS) and that all out-of-state licenses are being monitored by Contractor. Contractor must notify the Contracting Agency of any license suspensions and/or arrests tied to unsafe or illegal vehicle operation by any drivers of City-contracted Vehicles.
- B. Training: Contractor must provide the Contracting Agency documentation, satisfactory to the Contracting Agency, showing:
 - a. That all drivers of City-contracted Vehicles have taken a New York State approved defensive driving class within six months after Registration; or
 - b. That all drivers of City-contracted Vehicles have attended a New York State-approved defensive driving class within 3 years prior to Registration; or
 - c. That all drivers of City-contracted Vehicles have received alternative safe driver training acceptable to the Contracting Agency that is documented to the satisfaction of the Contracting agency.
- C. Crash tracking: Contractors must notify the Contracting Agency of any and all collisions that take place involving City-contracted Vehicles while performing services under this Agreement.

Section 2.03 Vehicle Safety Plan

Within one month after Registration, the Contractor must submit, for review and approval, to Contracting Agency, at the address set forth in the Agreement for notices to the City, and DCAS Fleet (C/O Chief Fleet Management Officer, 23rd Floor South, Municipal Building, 1 Centre Street, NY, NY 10007) a proposed vehicle safety plan that shall include at the minimum the components listed in Paragraphs (A) through (E) below. If directed by the Contracting Agency,

Contractor shall revise said proposed vehicle safety plan in accordance with the directions of the Contracting Agency, and until the Contracting Agency issues its approval thereof, Contractor shall submit a revised proposed vehicle safety plan to the Contracting Agency in each case, within 15 days after receipt by Contractor of directions to that effect from the Contracting Agency. Upon approval of the proposed vehicle safety plan, said proposed plan shall be considered the Vehicle Safety Plan and Contractor shall comply with the terms thereof. Each second anniversary of the approval of the Vehicle Safety Plan the Contractor shall submit an update thereof. The Vehicle Safety Plan shall include at the minimum the following components:

- A. Vehicle List: List of City-contracted Vehicles, including the year, make, model, VIN and license plate number of each City-contracted Vehicle;
- B. Safety Training: Documentation showing that all drivers of City-contracted Vehicles have completed the training detailed in section 2.02(B) of this Rider;
- C. Technology: A list of all relevant technology investments installed on City-contracted vehicles, including but not limited to the technology listed in section 2.01 of this Rider;
- D. Crash Tracking: An explanation of Contractor's process of monitoring and reviewing collisions including plans to notify Contracting Agency of collisions that take place while performing services under this Agreement;
- E. Corrective Action: A corrective action program for drivers of City-contracted Vehicles that engage in unsafe or dangerous driving behaviors and license monitoring; and
- F. Additional Safety Measures: Contractor must indicate if there are any additional safety technologies, safety practices, training, or other procedures that are utilized for City-contracted Vehicles during the term of this Agreement.

Section 3.01 Liquidated Damages

- A. Contractor acknowledges that its failure to comply with the provisions of this Vehicle Safety Plan will cause loss and damage to the City, the precise extent of which is difficult to ascertain in monetary terms. For this reason, the parties desire to provide fair and reasonable compensation to the City for such losses, which compensation shall not be construed as a penalty. It is therefore agreed that, in addition to any other liquidated damages that the Contractor shall be required to pay to the City in accordance with the provisions of the Agreement, Contractor shall pay to the City the following:
 - a. The sum of \$500.00 for each instance of a failure by the Contractor to submit a Vehicle Safety Plan in accordance with the provisions of Section 2.03.

- b. The sum of \$500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(A) [Licensing].
- c. The sum of \$500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(B) [Training].
- d. The sum of \$500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(C) [Crash Tracking].
- e. The sum of \$500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(C) [Telematics].
- f. The sum of \$3,000 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(A).
- g. The Contracting Agency will provide at least 5 working days of notice to the Contractor and opportunity to rectify before implementing these liquidated damages.

B. Liquidated damages received pursuant to this Agreement 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 Agreement or by Law. The City may deduct and retain out of the monies which may become due under this Agreement, 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.

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

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CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as maybe 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, impactdrills, threaders, benders, wrenches, socket tools, etc.

2.1.32 “**Specifications**” shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 “**Subcontractor**” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 “**Substantial Completion**” shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 “**Work**” shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications, and Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer’s** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer’s** approval of the **Contractor’s Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject

create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** (“**PPB** Rules”) in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB** Rules and a provision of this **Contract**, the **PPB** Rules shall take precedence.

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** (“Administrative Code”), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City** Department of Environmental Protection.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York (“RCNY”) Section 28-100 *et seq.* In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City** Department of Environmental Protection. In addition, the **Contractor**’s certified Construction Noise Mitigation Plan is subject inspection by the **City** Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) “Contractor” means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) “Motor Vehicle” means any self-propelled vehicle designed for transporting

persons or property on a street or highway.

5.4.1(c) “Nonroad Engine” means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) “Nonroad Vehicle” means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) “Public Works Contract” means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) “Ultra Low Sulfur Diesel Fuel” means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City Department of Environmental Protection** (“DEP Commissioner”) has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per

million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used

solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) “Ultra Low Sulfur Diesel Fuel” means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor**, and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the

Contract shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

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

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

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor's** own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation

Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of

a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

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

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be

aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, 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. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the 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 for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission (“statement of delay damages”), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

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 both 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 progress 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** to the extent required by the **Contract**, 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 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards 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** if the **Work** will be or 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, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

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 that would be generally recognized by a reasonably prudent contractor 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 act 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 estimated amount of additional compensation sought and a breakdown of that amount into categories as described 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 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not

- including change orders);
- (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
- (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
- (4) Multiply the result of item (3) by 7.25% for the total profit; and
- (5) The total extended home office overhead will be the total of items (3) and (4).

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 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, 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 except those included in Article 11.7.1;
- 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 Any claims for delay 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 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of 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**

12.5 **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** or **Resident Engineer**, as applicable, 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/Resident 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/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident 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** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. 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/Resident 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/Resident 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/Resident 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/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident 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/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **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/Resident 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/Resident 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/Resident 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/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident 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** or **Resident Engineer**, as applicable, 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/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.¹ For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the

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.

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.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment,

transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the **Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the “beneficiary”) at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be

limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.3.10

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor**'s performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all

persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance

Services Office (“ISO”) Form CG 0001. Such insurance shall be “occurrence” based rather than “claims-made” and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a “per project” aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City’s** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor’s** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. 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 thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (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 Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the

Commissioner of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance**: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents

are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

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

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

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**,

or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the

premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

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

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

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over

the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to Commissioner.

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

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the

Commissioner's determination.

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

27.7.2 **Agency Response**. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The

Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

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

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

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

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the

Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

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

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

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

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, 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. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

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

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance

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

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter “Labor Law”), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor’s Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**’s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney’s fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the

reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor’s Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time². Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the

² Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

website www.nyc.gov/PaidSickLeave there are links to the PSL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSL. The **Contractor** acknowledges that it is responsible for compliance with the PSL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSL may use sick time for any of the following:

- i. such employee’s mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee’s need for medical diagnosis or preventive medical care;
- ii. such employee’s care of a family member (an employee’s child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee’s spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee’s place of business by order of a public official due to a public health emergency; or
- iv. such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee’s use of sick time pursuant to the PSL must be treated by the

employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLI does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLI are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLI for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLI. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLI.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLI. Such notice must be in English and the primary language spoken

by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within **30 Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry

to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

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

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this

Contract; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status,

disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

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

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as

amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by

the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

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

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

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

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

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award

of a contract with the **City**, as well as any other sanctions provided for by **Law**.

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

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left

work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges**: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law**

Investigator(s), or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

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

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

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

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5,

then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

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

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

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

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer**

thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant

to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

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

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the

Commissioner's opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

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

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

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

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

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

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by

the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. 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 pre-paid envelope.

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

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

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

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

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall

have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is

seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party

or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term “license” or “permit” as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term “person” as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term “entity” as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term “member” as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**’ written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations (“DOI”) of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City’s** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a

Contract, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

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

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

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

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

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

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in

Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in

accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

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

ARTICLE 72. CONFLICTS OF INTEREST

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

ARTICLE 73. MERGER CLAUSE

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

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

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 shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

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

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments 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. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 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 and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**,

bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards 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 or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner's** written approval.

ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

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

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 non-responsive.

(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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 multi- year 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza ., New York, New York, 10006, 11th 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 3 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 by email at MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely.** Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited

to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the Participation Goals to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the

efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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

The Contractor shall take notice that, if this solicitation requires the establishment of a 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.

1. Pursuant to DSBS rules, construction contracts that include a requirement for a 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.

2. 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.

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

4. 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 PASSPort as caution data.

Bond No. 108419228

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

THE HALCYON CONSTRUCTION CORPORATION

65 MARBLE AVENUE, PLEASANTVILLE, NY 10570

hereinafter referred to as the "Principal", and Travelers Casualty and Surety Company of America

One Tower Square , Hartford, CT 06183

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

Nine Million Seven Hundred Twenty Eight Thousand Dollars and 00/100

(\$ 9,728,000.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
HWX006-01 - Reconstruction of Henwood Place Step Street between Morris Avenue & Walton Ave.,
Bronx, NY

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

CITY OF NEW YORK
DDC

STANDARD CONSTRUCTION CONTRACT
March 2017

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

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

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

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

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

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

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

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 6th day of February, 2026.

THE HALCYON CONSTRUCTION CORPORATION (L.S.)

Principal

By: _____

Travelers Casualty and Surety Company of America

Surety

By: _____

William D Haas, Attorney-in-Fact

Surety

By: _____

Surety

By: _____

Surety

By: _____

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

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

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

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Westchester ss:

On this 6th day of Feb, 2026, before me personally came Sal Leopoldo to me known, who, being by me duly sworn did depose and say that he resides at Orangeburg NY that he is the V.P. of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

MARIA DIOGUARDI
Notary Public-State of New York
No. 01DI6234276
Qualified in Westchester County
Commission Expires 01/18/2027

[Signature]
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of _____
County of _____

On the _____ day of _____, _____ before me personally came _____ to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in _____ that he/she/they is (are) the _____ of the _____, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

My commission expires _____
Notary Public

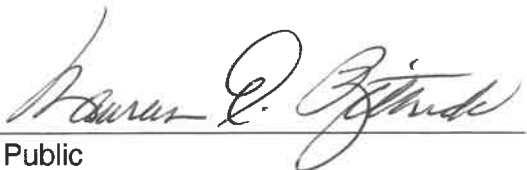
Surety Acknowledgment

State of **New York**

County of **Westchester**

On the 6th day of **February, 2026** personally came William D. Haas to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of **Travelers Casualty and Surety Company of America** in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

MAUREEN A KITTRICK
NOTARY PUBLIC STATE OF NEW YORK
My commission expires LIC. #01K14986881
COMMISSION EXPIRES 09/30/2029


Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William D. Haas** of **Rye, NY**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **February**, 2026



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,367,684,447	LOSSES	\$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,669,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,807,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	\$ 3,873,025,985
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,255,633,176
TOTAL ASSETS	\$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	\$ 6,128,659,161

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

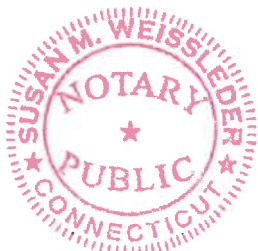
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT -- FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2025

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



Bond No. 108419228

Performance Bond #2 (Pages 104 to 107): 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, THE HALCYON CONSTRUCTION CORPORATION

65 MARBLE AVENUE. PLEASANTVILLE. NY 10570

hereinafter referred to as the "Principal,"

and, Travelers Casualty and Surety Company of America

One Tower Square , Hartford, CT 06183

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Nine Million Seven Hundred Twenty Eight Thousand Dollars and 00/100

(\$ 9,728,000.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

HWX006-01 - Reconstruction of Henwood Place Step Street between Morris Avenue & Walton Ave.,

Bronx, NY

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #2 (Pages 104 to 107): 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 104 to 107): 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 6th day of February, 2026.

THE HALCYON CONSTRUCTION
CORPORATION

Principal

(L.S.)

By: _____

Travelers Casualty and Surety Company of America

Surety

By: _____
William D Haas, Attorney-in-Fact

Surety

By: _____

Surety

By: _____

Surety

By: _____

Surety

By: _____

Bond Premium Rate \$8.30 S/S

Bond Premium Cost 72,718.00

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

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

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

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Westchester ss:

On this 6th day of Feb, 2026 before me personally came Sai Leopoldo

to me known, who, being by me duly sworn did depose and say that he/she resides at Orangeburg NY

; that he/she is the VP of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

MDN

Notary Public or Commissioner of Deeds

MARIA DIOGUARDI
Notary Public-State of New York
No. 01DI6234276
Qualified in Westchester County
Commission Expires 01/18/2027

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK
DDC

STANDARD CONSTRUCTION CONTRACT
March 2017

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of _____

County of _____

On the _____ day of _____, _____ before me personally came _____ to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in _____ that he/she/they is (are) the _____ of the _____, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

My commission expires _____
Notary Public

Surety Acknowledgment

State of New York

County of Westchester

On the 6th day of February, 2026 personally came William D. Haas to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Travelers Casualty and Surety Company of America in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

MAUREEN A KITTRICK
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01K14986881
COMMISSION EXPIRES 09/30/2029

My commission expires _____


Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William D. Haas** of **Rye, NY**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetraault
Marie C. Tetraault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **February**, **2026**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,387,684,447	LOSSES	\$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,689,828	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,830,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,986
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	\$ 3,873,025,985
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,255,633,176
TOTAL ASSETS	\$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	\$ 6,128,659,161

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

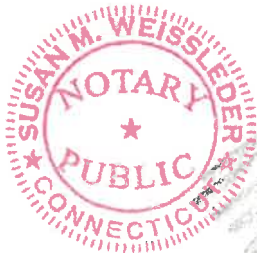
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2025

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2026

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

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

PRODUCER HUB International New England, LLC 401 Main Street Ridgefield CT 06877	CONTACT NAME: AnnMarie Spencer PHONE (A/C, No, Ext): 203-438-0404 FAX (A/C, No): 203-431-8789 E-MAIL ADDRESS: annmarie.spencer@hubinternational.com
INSURED The Halcyon Construction Corp 65 Marble Avenue Pleasantville NY 10570	INSURER(S) AFFORDING COVERAGE INSURER A : Star Indemnity & Liability Co. NAIC # 38318 INSURER B : NAVIGATORS INS CO 42307 INSURER C : Travelers Indemnity Company 25658 INSURER D : Travelers Property Casualty Insurance Company of A 25674 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1224755145 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual liab ☒ Completed Ops GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: XCU Included	Y	Y	1000025409251	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	1000198683251	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$ 10,000	Y	Y	1000585218251	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C D	Contractors Pollution Excess Umbrella Engineer's Field Office	Y Y Y	Y Y Y	NY25ECPX00041NV EX2S32275625NF QT630-0X385097-TIL-25	7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026	LIMIT OCC/AGGR 2000000/2000000 Limit OCC/AGGR 1000000/1000000 Limit Special form 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HWX006-001 Reconstruction of Henwood Place Step Street

City of New York including its officials and employees are included as additional insured and loss payee with coverage at least as broad as ISO form CG2010 and CG2037. All persons and 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 CG2026. The New York City Transit Authority ("NYCT"), the Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), The Staten Island Rapid Transit Operating Authority ("SIRTOA"), The Metropolitan Transportation Authority ("MTA"), including its subsidiaries and affiliates, MTA Construction & Development Company ("MTA C&D"), MTA Bus Company ("MTA Bus"), Verizon New York Inc., The Consolidated Edison Company of New York, Inc are included as additional insured per signed contract. Thirty (30) days cancellation notice to Director Risk Management MTA Risk & Insurance Management Standards, Enforcement and Claims unit 2 Broadway 21st Fl, New York, NY 10004 per contract

CERTIFICATE HOLDER

New York City Department of Design and Construction 30-30 Thomson Avenue Long Island City NY 11101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

2/6/2026

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY HUB International New England, LLC		NAMED INSURED(S) The Halcyon Construction Corp	
POLICY NUMBER 1000025409251	EFFECTIVE DATE 7/1/2025	CARRIER Star Indemnity & Liability Co.	NAIC CODE 38318

ADDENDUM INFORMATION

CERTIFICATE NUMBER: 1224755145

REVISION NUMBER:

A. Insurer

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☒ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: _____
- ☐ Type of construction: _____
- ☐ Building height: New Residential Const Track/Condo/Townhouses Duplex
- ☒ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☒ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☒ CG 20 37 ☒ CG 20 38
- ☒ Other: # _____ Title: CG2010 4/13, CG2037 4/13

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☐ Yes ☒ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☒ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

2/6/2026

DATE (MM/DD/YYYY)



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) The Halcyon Construction Corp 65 Marble Avenue Pleasantville NY 10570 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 914-741-1112 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 132995431
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Department of Design and Construction 30-30 Thomson Avenue Long Island City NY 11101	3a. Name of Insurance Carrier Star Indemnity & Liability Ins Company 3b. Policy Number of Entity Listed in Box "1a" 1000001110 3c. Policy effective period 7/1/2025 to 7/1/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

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

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

Approved by: Mark R. Connelly
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Mark R. Connelly 2/11/2026
(Signature) (Date)

Title: Managing Director

Telephone Number of authorized representative or licensed agent of insurance carrier: 203-438-0404

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

THE HALCYON CONSTRUCTION CORP.
65 MARBLE AVENUE
PLEASANTVILLE, NY 10570

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

132995431

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
30-30 THOMSON AVENUE LONG ISLAND CITY, NY, 11101

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

DBL165369005

3c. Policy effective period

10-01-2025 to 09-30-2026

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 02-06-2026

By

Elizabeth Tello

(Signature of Insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement	All locations where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement	All locations where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1

location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1

POLICY NUMBER: 1000025409251

COMMERCIAL GENERAL LIABILITY
CG 24 04 08 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Hub International New England LLC

[Name of broker or agent (typewritten)]

401 Main Street Ridgefield CT 06877

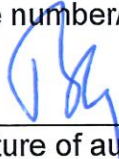
[Address of broker or agent (typewritten)]

mark.connelly@hubinternational.com

[Email address of broker or agent (typewritten)]

203-894-3123/ 203-431-8789

[Phone number/Fax number of broker or agent (typewritten)]



[Signature of authorized official, broker, or agent]

Managing Director

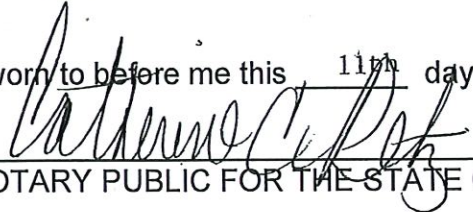
[Name and title of authorized official, broker, or agent (typewritten)]

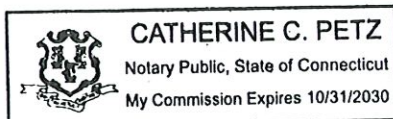
State of CT.....)

) ss.:

County of Fairfield.....)

Sworn to before me this 11th day of FEB, 2026


NOTARY PUBLIC FOR THE STATE OF CT



CONTRACT SIGNATURE PAGE

This Contract is entered by and between the City of New York (“City”), acting by and through the **DEPARTMENT OF DESIGN AND CONSTRUCTION**, and **HALCYON CONSTRUCTION CORP** (“Contractor”).

This Contract consists of this contract signature page as well as the following documents (“Contract Documents”) which are located in the Documents tab of the PASSPort record titled **85025B0045-HWX006-01**.

1. BID BOND FORM 2021-03(1).....pdf - Dec 19 2024 1:12PM
2. Brokers Certification(3) - Feb 18 2026 5:49PM
3. Certified Check Submission Procedures 2024-09 - Dec 19 2024 2:40PM
4. Contractor Reg Cert(2) - Feb 17 2026 7:43PM
5. Disability Insurance(4) - Feb 18 2026 5:48PM
6. HALCYON CONSTRUCTION CORP_HWX006-01 - Feb 18 2026 6:47PM
7. HWX006-01 - Addendum 1 - Feb 11 2025 3:02PM
8. HWX006-01 - Addendum 2 - Feb 14 2025 6:12PM
9. HWX006-01 - Volume 2 of 3 Addendum 2 - Feb 12 2025 7:14PM
10. HWX006-01 - Bid Schedule Addendum 2. - Feb 14 2025 5:01PM
11. HWX006-01 -Drawings Addendum 1 - Feb 11 2025 2:04PM
12. HWX006-01 - Geotech Report 4.26.22 Addendum 2 - Feb 12 2025 3:55PM
13. HWX006-01 - SER Requirements (Infra) - Feb 17 2026 7:47PM
14. HWX006-01 - Volume 3 of 3 LEGAL - Jan 8 2025 4:25PM
15. HWX006-01 BID BOND(1) - Feb 17 2026 7:34PM
16. Insurance Certificate(1) - Feb 18 2026 5:47PM
17. Proposal_Bid_85025B0045001.pdf - Feb 18 2026 2:32PM
18. QUALIFICATION_FORM(3) - Feb 18 2026 5:50PM
19. RFx Document_85025B0045001.pdf - Feb 18 2026 2:36PM
20. Security Bond(1) - Feb 18 2026 5:48PM
21. V1 Infra Bid Booklet PASSPort (2024-07) - Dec 18 2024 6:31PM
22. Workers Compensation(1) - Feb 18 2026 5:48PM

The above order does not represent an order of precedence. The Contract shall be governed by the order of precedence, if any, in the Contract Documents or by ordinary contract principles if no such order of precedence exists.

Each party is signing this Contract electronically on the date stated in that party's electronic signature.

The City of New York

By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

ERIC MACFARLANE

1A87ABA0188B41C...

(Signature)

Name: ERIC MACFARLANE

Title: First Deputy Commissioner

Date: 2/26/2026 | 14:09:33 PST

Contractor

By: **HALCYON CONSTRUCTION CORP**

Sal Leopoldo

8345B0B8F772425...

(Signature)

Name: Sal Leopoldo

Title: Vice President

Date: 2/26/2026 | 09:59:47 EST

Signatures

Number of pages (including this one): 3

- ✓ Document signed electronically, the signatories agreeing that it is authentic between them.
- ✓ By signing this document, the signatories acknowledge and agree that they have carefully read this document and approve all its terms.

Nom: Leopoldo Sal
Fonction: Vice President

Place: SL
Signed by 2/26/2026 | 09:59:47 EST
Sal Leopoldo
8315B9B8F772425...

Nom: Macfarlane Eric
Fonction:

Place: lic ny
Signed by 2/26/2026 | 14:09:33 PST
ERIC MACFARLANE
1A87ABA0188B41C...

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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 New York Labor Law Article 8 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 projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

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 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 work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work 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 work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: laborlaw@comptroller.nyc.gov or Bureau of Labor Law, Attn: Paul Brumlik, Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. 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 comptroller.nyc.gov/wages.

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects 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:

<https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project’s pre-negotiated labor agreement.

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

- 1) Provide bona fide fringe 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 fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller’s Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller’s Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Paul Brumlik
Director of Classifications
Bureau of Labor Law

ADDENDUM

List of Amended Classifications

1. BOILERMAKER
2. CORE DRILLER
3. DERRICKPERSON AND RIGGER
4. FLAGGER
5. FLOOR COVERER
6. HAZARDOUS MATERIAL HANDLER
7. HOUSE WRECKER
8. IRON WORKER - ORNAMENTAL
9. IRON WORKER – STRUCTURAL
10. LABORER - HEAVY & HIGHWAY
11. LABORER - PAVER & ROADBUILDER
12. LABORER - PAVER & ROADBUILDER LINE STRIPING (ROADWAY)
13. MARBLE MECHANIC
14. MASON TENDER
15. MOSAIC MECHANIC
16. PAINTER - BRIDGE & STRUCTURAL STEEL
17. PLASTERER - TENDER
18. PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
19. SHEET METAL WORKER
20. SHEET METAL WORKER - SPECIALTY
21. STEAMFITTER
22. TAPER
23. TILE FINISHER
24. TILE LAYER – SETTER
25. TUNNEL WORKER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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ASBESTOS HANDLER

SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$58.21**

Supplemental Benefit Rate per Hour: **\$54.03**

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.35**

Supplemental Benefit Rate per Hour: **\$54.03**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$51.52**

Supplemental Benefit Rate per Hour: **\$54.03**

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$54.03**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.50**

Supplemental Benefit Rate per Hour: **\$54.03**

Overtime

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

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$67.38**

Supplemental Benefit Rate per Hour: **\$49.33**

Supplemental Note: For time and one half overtime - \$73.42 For double overtime - \$97.51

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$68.88**

Supplemental Benefit Rate per Hour: **\$49.83**

Supplemental Note: For time and one half overtime - \$74.17 For double overtime - \$98.51

Overtime Description

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars (\$2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents (\$2.25) per hour.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$59.09**

Supplemental Benefit Rate per Hour: **\$43.05**

Overtime Description

Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Overtime Holidays

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

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

Paid Holidays

None

Shift Rates

The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.05**

Supplemental Benefit Rate per Hour: **\$48.33**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.59**

Supplemental Benefit Rate per Hour: **\$55.84**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Excludes Engineered Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$51.48**

Supplemental Benefit Rate per Hour: **\$44.74**

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$40.89**

Supplemental Benefit Rate per Hour: **\$18.05**

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

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

New Year's Day

President's Day

Good Friday

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$48.90**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.83**

Supplemental Benefit Rate per Hour: **\$25.32**

Tank Helper

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$29.69**

Supplemental Benefit Rate per Hour: **\$25.32**

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

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

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

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)

Employed for three (3) years.....two (2) weeks vacation (80 hours)

Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:

Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Building Work

Cement & Concrete Worker

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.28**

Supplemental Benefit Rate per Hour: **\$32.20**

Supplemental Note: \$36.70 on Saturdays; \$41.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.80**

Supplemental Benefit Rate per Hour: **\$24.20**

Supplemental Note: \$26.70 on Saturdays; \$29.20 on Sundays & Holidays

Overtime Description

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

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.72**

Supplemental Benefit Rate per Hour: **\$34.51**

Supplemental Note: Supplemental benefit time and one half rate: \$62.72; Double time rate: double the base supplemental benefit rate.

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. Four Days a week at Ten (10) hours straight time is allowed.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Rates

For off shift 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.

(Local #780) (BCA)

CORE DRILLER

Test Boring

Core Driller

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$46.25**

Supplemental Benefit Rate per Hour: **\$33.36**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$47.88**

Supplemental Benefit Rate per Hour: **\$34.35**

Core Driller Helper

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$36.28**

Supplemental Benefit Rate per Hour: **\$33.36**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$37.58**

Supplemental Benefit Rate per Hour: **\$34.35**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$32.62**

Supplemental Benefit Rate per Hour: **\$33.36**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$33.80**

Supplemental Benefit Rate per Hour: **\$34.35**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$28.98**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$33.36**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$30.04**

Supplemental Benefit Rate per Hour: **\$34.35**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$25.32**

Supplemental Benefit Rate per Hour: **\$33.36**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$26.26**

Supplemental Benefit Rate per Hour: **\$34.35**

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

Veteran's Day

Thanksgiving Day

Christmas Day

Shift Rates

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 two dollars (\$2.00) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$60.40**

Supplemental Benefit Rate per Hour: **\$60.14**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$60.40**

Supplemental Benefit Rate per Hour: **\$61.78**

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$47.54**

Supplemental Benefit Rate per Hour: **\$47.70**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$47.93**

Supplemental Benefit Rate per Hour: **\$48.70**

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.

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$75.46**

Supplemental Benefit Rate per Hour: **\$55.84**

Diver Tender (Marine)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$55.84**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Dockbuilder - Pile Driver

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.59**

Supplemental Benefit Rate per Hour: **\$55.84**

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Dockbuilders are employed, single time will be paid for each shift.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.17**

Supplemental Benefit Rate per Hour: **\$59.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$25.50; at double time rate - \$34.00

Driver - Tractor Trailer

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$47.32

Supplemental Benefit Rate per Hour: \$56.90

Supplemental Note: Over 40 hours worked: at time and one half rate - \$25.50; at double time rate - \$34.00

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$47.88

Supplemental Benefit Rate per Hour: \$56.90

Supplemental Note: Over 40 hours worked: at time and one half rate - \$25.50; at double time rate - \$34.00

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

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

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

Shift Rates

Off shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$43.29**

Supplemental Benefit Rate per Hour: **\$50.77**

Supplemental Note: Over 40 hours worked: time and one half rate \$20.48; double time rate \$27.30

Overtime Description

For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions 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.

Overtime Holidays

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

Martin Luther King Jr. Day

President's Day

Columbus Day

Veteran's Day

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.00**

Supplemental Benefit Rate per Hour: **\$62.25**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$93.00**

Supplemental Benefit Rate per Hour: **\$64.24**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Swing Shift)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$72.75**

Supplemental Benefit Rate per Hour: **\$70.56**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

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

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$109.13**

Supplemental Benefit Rate per Hour: **\$72.91**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$81.49**

Supplemental Benefit Rate per Hour: **\$77.61**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

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

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$122.24**

Supplemental Benefit Rate per Hour: **\$80.23**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

*** Supplemental Benefit Rate per Hour Note**

In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

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

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.36, effective 04/13/2023 the supplemental benefit rate is \$24.78 - See * Supplemental Benefit Rate per Hour Note above.

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$27.20**

First and Second Year "M" Wage Rate Per Hour: \$27.50

First and Second Year "M" Supplemental Rate: \$24.79

Electrician "M" (Overtime After First 8 hours)

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"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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.00**

Supplemental Benefit Rate per Hour: **\$29.23**

First and Second Year "M" Wage Rate Per Hour: **\$41.25**

First and Second Year "M" Supplemental Rate: **\$26.52**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.40**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$21.44**

Supplemental Note: \$19.31 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.

Time and one half 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 8:30 A.M.

Vacation

At least 1 year of employment.....ten (10) days

5 years or more of employment.....fifteen (15) days

10 years of employment.....twenty (20) days

Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Supplemental Benefit Rate per Hour: \$62.85

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.66**

Supplemental Benefit Rate per Hour: **\$48.72**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$41.61**

Supplemental Benefit Rate per Hour: **\$44.45**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

* Supplemental Benefit Rate per Hour Note

In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime Description

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

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

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2024 - 3/16/2025

Wage Rate per Hour: **\$80.35**

Supplemental Benefit Rate per Hour: **\$41.23**

Effective Period: 3/17/2025 - 6/30/2025

Wage Rate per Hour: **\$83.27**

Supplemental Benefit Rate per Hour: **\$42.33**

Overtime Description

For New Construction: work performed after an 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: 7/1/2024 - 3/16/2025

Wage Rate per Hour: **\$63.16**

Supplemental Benefit Rate per Hour: **\$41.18**

Effective Period: 3/17/2025 - 6/30/2025

Wage Rate per Hour: **\$65.54**

Supplemental Benefit Rate per Hour: **\$42.28**

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$76.57**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$122.51**

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, Cherry pickers. 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 person auger.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$74.14**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$118.62**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.09**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$112.14**

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling 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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.76**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$118.02**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$98.47**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$157.55**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.95**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$75.12**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.29**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$77.26**

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2024 - 6/30/2025

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$65.99
Supplemental Benefit Rate per Hour: \$48.85
Supplemental Note: \$90.30 on overtime
Shift Wage Rate: \$105.58

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Guniting Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$44.09
Supplemental Benefit Rate per Hour: \$48.85
Supplemental Note: \$90.30 on overtime
Shift Wage Rate: \$70.54

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$70.95
Supplemental Benefit Rate per Hour: \$48.85
Supplemental Note: \$90.30 on overtime
Shift Wage Rate: \$113.52

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$66.10
Supplemental Benefit Rate per Hour: \$48.85
Supplemental Note: \$90.30 on overtime
Shift Wage Rate: \$105.76

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$47.74
Supplemental Benefit Rate per Hour: \$48.85
Supplemental Note: \$90.30 on overtime
Shift Wage Rate: \$76.38

Overtime Description

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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

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

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.34**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: \$88.48 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.29**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: \$88.48 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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$59.02**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: \$88.48 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$42.55**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: \$88.48 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

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.73**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 per hour (double time).

Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.30**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 per hour (double time).

Rodperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$30.97**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 per hour (double time).

Rodperson 1st Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)

(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$68.86**

Supplemental Benefit Rate per Hour: **\$43.03**

Supplemental Note: Overtime Benefit Rate - \$60.85 per hour (time & one half) \$78.66 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$50.03**

Supplemental Benefit Rate per Hour: **\$43.03**

Supplemental Note: Overtime Benefit Rate - \$60.85 per hour (time & one half) \$78.66 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$30.96**

Supplemental Benefit Rate per Hour: **\$43.03**

Supplemental Note: Overtime Benefit Rate - \$60.85 per hour (time & one half) \$78.66 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$79.02**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.62**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.66**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 per hour (double time).

Field Engineer - HC Rodperson 1st Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 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

Martin Luther King Jr. Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$74.95**

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.03**

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 per hour (double time).

Field Engineer - Steel Erection Rodperson 1st Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$92.72**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$148.35**

Operating Engineer - Road & Heavy Construction II

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

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$95.96**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$153.54**

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$99.01**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: **\$158.42**

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: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$96.64**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: **\$154.62**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$94.76**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: **\$151.62**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$90.08**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: **\$144.13**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$73.00**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: **\$116.80**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.95**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$71.45**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$85.75**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$137.20**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$78.92**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$126.27**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$61.57**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$98.51**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$91.03**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$145.65**

Operating Engineer - Road & Heavy Construction XIII

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$88.22**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$141.15**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$84.38**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$135.01**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.32**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$91.71**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$80.64**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$129.02**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$81.22**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Wage Rate: **\$129.95**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$116.04**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$185.66**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$90.08**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$144.13**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$87.81**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$140.50**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$74.42**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$119.07**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$96.22**

Supplemental Benefit Rate per Hour: **\$36.90**

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Supplemental Note: \$67.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.75**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Concrete III

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

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$77.14**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$100.14**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$160.22**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$96.26**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$154.02**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.34**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$90.14**

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Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$53.69**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$85.90**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.52**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.18**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$91.26**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$96.60**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Building Work V

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$81.62

Supplemental Benefit Rate per Hour: \$36.90

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$80.76

Supplemental Benefit Rate per Hour: \$36.90

Supplemental Note: \$67.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$64.33

Supplemental Benefit Rate per Hour: \$36.90

Supplemental Note: \$67.50 overtime hours

For New House Car projects Wage Rate per Hour \$51.45

For New House Car projects: Supplemental Benefit overtime hours: \$52.20

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

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

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)

FLAGGER

Flagger to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, this title includes traffic control duty only for City public works contracts and subcontracts solicited on or after July 1, 2024.

On City public works contracts and subcontracts solicited on or after July 1, 2024, traffic control worker to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

If the trade performing the underlying work does not regularly employ a flagger or traffic control worker, then one of the following titles must be used on such projects:

Laborer - Heavy & Highway

Laborer - Paver & Roadbuilder

Laborer - Paver & Roadbuilder Line Striping (Roadway)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

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Floor Coverer

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$55.05**

Supplemental Benefit Rate per Hour: **\$47.88**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$57.05**

Supplemental Benefit Rate per Hour: **\$48.33**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

Shift Rates

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.00**

Supplemental Benefit Rate per Hour: **\$55.77**

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

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Storm windows and storm doors, Herculite door repairs, Door closer repairs, Glass tinting.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.45**

Supplemental Benefit Rate per Hour: **\$27.93**

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 rate for work on the following holiday(s).

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor 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

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$21.65**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$39.20**

Supplemental Benefit Rate per Hour: **\$22.90**

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 straight time 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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.96**

Supplemental Benefit Rate per Hour: **\$36.06**

Overtime Description

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

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar (\$1.00) per hour and eight (8) hours pay for seven (7) hours worked.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #12) (BCA)

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: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$39.48**

Supplemental Benefit Rate per Hour: **\$31.92**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$39.61**

Supplemental Benefit Rate per Hour: **\$32.29**

House Wrecker - Tier B

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$28.71**

Supplemental Benefit Rate per Hour: **\$24.33**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$28.84**

Supplemental Benefit Rate per Hour: **\$24.70**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$47.65**

Supplemental Benefit Rate per Hour: **\$65.75**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$47.90**

Supplemental Benefit Rate per Hour: **\$66.74**

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. Four Days a week at Ten (10) hours straight time is allowed.

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

When two or three shifts are employed on a job, Monday through Friday, each shift will be paid eight (8) hours at the straight time rate for eight (8) hours of work; at time and one-half the regular straight time rate for the first two (2) hours of overtime worked beyond eight (8) hours; and at double time for all work thereafter. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants,

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

eight (8) hours will be paid at straight time rate for seven (7) hours of work, and all overtime shall be paid at time and one-half the regular straight time rates. On Saturday, Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$58.20**

Supplemental Benefit Rate per Hour: **\$89.27**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$58.45**

Supplemental Benefit Rate per Hour: **\$90.77**

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. Four Days a week at Ten (10) hours straight time is allowed.

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

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

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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.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

LABORER

see LABORER – HEAVY & HIGHWAY

LABORER – HEAVY & HIGHWAY

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer - Heavy & Highway

Excavation and foundation work for buildings, heavy construction, street pipe laying, 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. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$54.03**

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).

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LABORER - PAVER & ROADBUILDER

Laborer - Paver & Roadbuilder

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 for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.48**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

Production Paver & Roadbuilder - Shoveler

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.48**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.95**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

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.

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).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Paid Holidays

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate 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.

(Local #1010)

LABORER - PAVER & ROADBUILDER LINE STRIPING (ROADWAY)

(Road markings, applications of striping and surface coatings on Roadways,
Bus lanes, Bike lanes & Pedestrian Plazas)

Striping - Machine Operator (Thermoplastic & Epoxy)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$41.00**

Supplemental Benefit Rate per Hour: **\$19.27**

Supplemental Note: For time and one half overtime - \$20.52 For double overtime - \$21.77

Lineperson - Crew Chief

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$19.27**

Supplemental Note: For time and one half overtime - \$20.52 For double overtime - \$21.77

Laborer: Striping Assistant - Green Infrastructure - Traffic Control

In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$19.27**

Supplemental Note: For time and one half overtime - \$20.52 For double overtime - \$21.77

Overtime Description

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

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

Time and one half the regular rate for Saturday.

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

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Vacation

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.

(Local #1010)

LANDSCAPING

(Landscaping tasks, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$18.05

Landscaper (Year 3 - 5)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$36.56

Supplemental Benefit Rate per Hour: \$18.05

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Landscaper (up to 3 years)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$33.55**

Supplemental Benefit Rate per Hour: **\$18.05**

Groundperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$33.55**

Supplemental Benefit Rate per Hour: **\$18.05**

Tree Remover / Pruner

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$43.81**

Supplemental Benefit Rate per Hour: **\$18.05**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$31.75**

Supplemental Benefit Rate per Hour: **\$18.05**

Watering - Plant Maintainer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.69**

Supplemental Benefit Rate per Hour: **\$18.05**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$58.92**

Supplemental Benefit Rate per Hour: **\$44.01**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$59.21**

Supplemental Benefit Rate per Hour: **\$44.46**

Marble Finisher

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$45.44**

Supplemental Benefit Rate per Hour: **\$41.06**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$45.67**

Supplemental Benefit Rate per Hour: **\$41.36**

Marble Polisher

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$44.47**

Supplemental Benefit Rate per Hour: **\$33.96**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$44.68**

Supplemental Benefit Rate per Hour: **\$34.31**

Marble Maintenance Finisher

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$27.72**

Supplemental Benefit Rate per Hour: **\$15.31**

Effective Period: 1/20/2025 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$27.99**

Supplemental Benefit Rate per Hour: **\$15.44**

Overtime Description

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

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

Building Laborer

Mason Tender

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$41.45**

Supplemental Benefit Rate per Hour: **\$33.24**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$41.80**

Supplemental Benefit Rate per Hour: **\$34.14**

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$38.00**

Supplemental Benefit Rate per Hour: **\$26.54**

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.19**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$20.86**

Overtime

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

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.45**

Supplemental Benefit Rate per Hour: **\$54.80**

Supplemental Note: For time and one half overtime - \$66.55 For double overtime - \$86.60

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

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Off-shift work outside of normal working hours shall receive straight time rate plus \$12 per hour for the first eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$59.35**

Supplemental Benefit Rate per Hour: **\$58.67**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

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

Veteran's 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$53.98**

Supplemental Benefit Rate per Hour: **\$47.12**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$54.33**

Supplemental Benefit Rate per Hour: **\$47.82**

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$52.37**

Supplemental Benefit Rate per Hour: **\$47.12**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$52.72**

Supplemental Benefit Rate per Hour: **\$47.82**

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$52.37**

Supplemental Benefit Rate per Hour: **\$47.12**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$52.72**

Supplemental Benefit Rate per Hour: **\$47.82**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.00**

Supplemental Benefit Rate per Hour: **\$42.46**

Supplemental Note: \$50.56 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$42.46**

Supplemental Note: \$50.56 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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - BRIDGE & STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$52.78**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$56.25**

Supplemental Benefit Rate per Hour: **\$55.09**

Painter - Power Tool

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$63.00**

Supplemental Benefit Rate per Hour: **\$52.78**

Overtime Wage Rate: \$6.50 above the "Painters on Structural Steel" overtime rate.

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$64.70**

Supplemental Benefit Rate per Hour: **\$55.09**

Overtime Wage Rate: \$7.00 above the "Painters on Structural Steel" overtime rate.

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 an 8 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift to work a second shift.

(Local #806)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$34.00**

Supplemental Benefit Rate per Hour: **\$12.36**

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$34.95**

Supplemental Benefit Rate per Hour: **\$12.36**

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$12.36**

ASSISTANT METAL POLISHER

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate per Hour: **\$11.92**

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.25**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$11.92

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$29.00

Supplemental Benefit Rate per Hour: \$11.92

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Holiday Pay

Double time the regular rate for work on the following Holiday plus the day's pay. Only employees who have completed one year of service, including any trial period shall be eligible for holiday pay.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

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

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.07**

Supplemental Benefit Rate per Hour: **\$27.25**

Assistant Sign Painter

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$40.85**

Supplemental Benefit Rate per Hour: **\$25.90**

Overtime Description

If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

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.

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

Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.02**

Supplemental Benefit Rate per Hour: **\$43.14**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

SEE LABORER - PAVER AND ROADBUILDER

PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

SEE LABORER - PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

PLASTERER

Plasterer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 7/31/2024

Wage Rate per Hour: **\$52.10**

Supplemental Benefit Rate per Hour: **\$25.35**

Effective Period: 8/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.99**

Supplemental Benefit Rate per Hour: **\$26.10**

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

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$41.45**

Supplemental Benefit Rate per Hour: **\$33.24**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$41.80**

Supplemental Benefit Rate per Hour: **\$34.14**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$74.95**

Supplemental Benefit Rate per Hour: **\$43.00**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.04**

Supplemental Benefit Rate per Hour: **\$34.32**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Description

Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, double time the regular rate after an 8 hour day.

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

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 (MECHANICAL EQUIPMENT AND SERVICE)

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

Plumber

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$48.20**

Supplemental Benefit Rate per Hour: **\$21.36**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$48.90**

Supplemental Benefit Rate per Hour: **\$22.26**

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Double time 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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.07**

Supplemental Benefit Rate per Hour: **\$30.82**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.00**

Supplemental Benefit Rate per Hour: **\$32.81**

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, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

Journey person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$63.43**

Supplemental Benefit Rate per Hour: **\$31.50**

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 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential. For projects bid and performed after July 1, 2023, the first shift shall be paid at the regular hourly rate plus a 5% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.50**

Supplemental Benefit Rate per Hour: **\$38.81**

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

Memorial Day

Independence Day

Labor 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. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$53.60**

Supplemental Benefit Rate per Hour: **\$58.43**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$54.60**

Supplemental Benefit Rate per Hour: **\$60.18**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$42.88**

Supplemental Benefit Rate per Hour: **\$58.43**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$43.68**

Supplemental Benefit Rate per Hour: **\$60.18**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.57**

Supplemental Benefit Rate per Hour: **\$12.72**

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

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (eight 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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: 7/1/2024 - 1/19/2025

Wage Rate per Hour: \$50.10

Supplemental Benefit Rate per Hour: \$30.04

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$31.26

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$31.50**

Supplemental Benefit Rate per Hour: **\$3.98**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.86**

Supplemental Benefit Rate per Hour: **\$3.77**

Shipyard Laborer - First Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.85**

Supplemental Benefit Rate per Hour: **\$3.78**

Shipyard Laborer - Second Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$18.87**

Supplemental Benefit Rate per Hour: **\$3.72**

Shipyard Dockhand - First Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.20**

Supplemental Benefit Rate per Hour: **\$3.77**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.37**

Supplemental Benefit Rate per Hour: **\$3.63**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$58.00**

Supplemental Benefit Rate per Hour: **\$63.44**

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 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

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.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #137)

STEAMFITTER

Steamfitter

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$61.80**

Supplemental Benefit Rate per Hour: **\$61.14**

Supplemental Note: Overtime supplemental benefit rate: \$121.54

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$61.80**

Supplemental Benefit Rate per Hour: **\$61.89**

Supplemental Note: Overtime supplemental benefit rate: \$123.04

Steamfitter -Temporary Services

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$46.97**

Supplemental Benefit Rate per Hour: **\$49.65**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$46.97**

Supplemental Benefit Rate per Hour: **\$50.22**

Overtime Description

Double time after a 7 hour day except for Temporary Services.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER

(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.10**

Supplemental Benefit Rate per Hour: **\$21.96**

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.35**

Supplemental Benefit Rate per Hour: **\$55.47**

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.

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: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$48.47**

Supplemental Benefit Rate per Hour: **\$33.51**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$48.47**

Supplemental Benefit Rate per Hour: **\$34.71**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Columbus Day

Thanksgiving Day

Day before Christmas

Christmas Day

Day before New Year's Day

Paid Holidays

Labor Day

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Telecommunication Worker

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.03**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

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

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.

After 12 months but less than 7 years.....two weeks.

After 7 or more but less than 15 years.....three weeks.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$49.46**

Supplemental Benefit Rate per Hour: **\$32.86**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$49.59**

Supplemental Benefit Rate per Hour: **\$33.31**

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.

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 (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$64.40**

Supplemental Benefit Rate per Hour: **\$36.01**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$64.62**

Supplemental Benefit Rate per Hour: **\$36.51**

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

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 ($1\frac{1}{4}$) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.59**

Supplemental Benefit Rate per Hour: **\$55.41**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1556)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$73.50

Supplemental Benefit Rate per Hour: \$64.93

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$70.88

Supplemental Benefit Rate per Hour: \$62.88

Top Nipper (Compressed Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$69.69**

Supplemental Benefit Rate per Hour: **\$61.64**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$68.30**

Supplemental Benefit Rate per Hour: **\$60.64**

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

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$68.30**

Supplemental Benefit Rate per Hour: **\$60.64**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.18**

Supplemental Benefit Rate per Hour: **\$56.85**

Blasters (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.12**

Supplemental Benefit Rate per Hour: **\$62.33**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$67.08**

Supplemental Benefit Rate per Hour: **\$59.73**

All Others (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.01**

Supplemental Benefit Rate per Hour: **\$55.28**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$53.66**

Supplemental Benefit Rate per Hour: **\$47.78**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 8 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

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

(Local #147)

UTILITY LOCATOR

(Locate & mark underground utilities including gas for street excavation and utility line repairs)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$31.56**

Supplemental Benefit Rate per Hour: **\$1.43**

Effective Period: 8/26/2024 – 6/30/2025

Wage Rate per Hour: **\$35.50**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 5 Second 6 months & Year 6)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$22.85**

Supplemental Benefit Rate per Hour: **\$1.43**

Effective Period: 8/26/2024 – 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.50**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 5 first 6 months)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$22.85**

Supplemental Benefit Rate per Hour: **\$1.43**

Effective Period: 8/26/2024 - 6/30/2025

Wage Rate per Hour: **\$34.80**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 4)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$21.54**

Supplemental Benefit Rate per Hour: **\$1.43**

Effective Period: 8/26/2024 - 6/30/2025

Wage Rate per Hour: **\$31.54**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 3)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$20.30**

Supplemental Benefit Rate per Hour: **\$1.43**

Effective Period: 8/26/2024 - 6/30/2025

Wage Rate per Hour: **\$28.28**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 2)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$19.13**

Supplemental Benefit Rate per Hour: **\$1.43**

Effective Period: 8/26/2024 - 6/30/2025

Wage Rate per Hour: **\$25.02**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 1)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$18.04**

Supplemental Benefit Rate per Hour: **\$1.43**

Effective Period: 8/26/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$21.76**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Up to 1 year)

Effective Period: 7/1/2024 - 8/25/2024

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$1.43**

Supplemental Note: No benefits for the first 90 days of employment.

Effective Period: 8/26/2024 - 6/30/2025

Wage Rate per Hour: **\$18.50**

Supplemental Benefit Rate per Hour: **\$1.43**

Supplemental Note: No benefits for the first 90 days of employment.

Overtime

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

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

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours

For year 1 - 2 48 hours per year

For year 3 - 9 96 hours per year

For year 10 or more 144 hours per year

Sick Days:

For up to 1 year employee receives 40 hours paid sick leave.

For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.

For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.

For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER

**WELDER AND FIREWATCH TO BE PAID AT THE RATE OF THE
JOURNEYPERSON OR REGISTERED APPRENTICE IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they 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.

ADDENDUM

List of Amended Classifications

1. BOILERMAKER
2. FLOOR COVERER
3. HAZARDOUS MATERIAL HANDLER
4. HOUSE WRECKER
5. IRON WORKER – ORNAMENTAL
6. IRON WORKER – STRUCTURAL
7. LABORER - HEAVY & HIGHWAY
8. MASON TENDER
9. PLASTERER – TENDER
10. TAPER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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BOILERMAKER

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

Boilermaker (First Year)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$34.95

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$35.27

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2024 - 1/19/2025

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

Supplemental Benefit Rate Per Hour: \$36.99

Effective Period: 1/20/2025 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: \$37.34

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2024 - 1/19/2025

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

Supplemental Benefit Rate Per Hour: \$39.06

Effective Period: 1/20/2025 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: \$39.44

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2024 - 1/19/2025

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

Supplemental Benefit Rate Per Hour: \$41.09

Effective Period: 1/20/2025 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: \$41.50

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate Per Hour: 85% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$43.17

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Effective Period: 1/20/2025 - 6/30/2025
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$43.59

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2024 - 1/19/2025
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$45.23

Effective Period: 1/20/2025 - 6/30/2025
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$45.68

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2024 - 1/19/2025
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$47.28

Effective Period: 1/20/2025 - 6/30/2025
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$47.76

(Local #5)

BRICKLAYER

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

Bricklayer (First 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.60

(Bricklayer District Council)

CARPENTER

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

Carpenter (First Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour For Building Apprentice: \$22.20
Supplemental Benefit Rate Per Hour For Building Apprentice: \$17.70

Wage Rate Per Hour For Heavy Apprentice: \$26.98
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

Carpenter (Second Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour For Building Apprentice: \$25.20
Supplemental Benefit Rate Per Hour For Building Apprentice: \$19.20

Wage Rate Per Hour For Heavy Apprentice: \$32.58
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

Carpenter (Third Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour For Building Apprentice: \$29.45

Supplemental Benefit Rate Per Hour For Building Apprentice: \$22.80

Wage Rate Per Hour For Heavy Apprentice: \$40.96

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

Carpenter (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour For Building Apprentice: \$37.33

Supplemental Benefit Rate Per Hour For Building Apprentice: \$24.80

Wage Rate Per Hour For Heavy Apprentice: \$49.35

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$18.27

Supplemental Benefit Rate per Hour: \$17.55

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$24.70

Supplemental Benefit Rate per Hour: \$17.68

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$31.28

Supplemental Benefit Rate per Hour: \$17.81

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$38.90

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$17.96

(Carpenters District Council)

CEMENT AND CONCRETE WORKER

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

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 53% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$16.44

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 69% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$21.72

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 85% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$23.00

(Cement Concrete Workers District Council)

CEMENT MASON

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

Cement Mason (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$23.39

Supplemental Benefit Rate per Hour: \$16.11

Cement Mason (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$28.29**

Supplemental Benefit Rate per Hour: **\$16.41**

Cement Mason (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$33.69**

Supplemental Benefit Rate per Hour: **\$16.52**

(Local #780)

DERRICKPERSON & RIGGER (STONE)

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

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$26.98

Supplemental Benefit Rate Per Hour: \$37.89

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$32.58

Supplemental Benefit Rate Per Hour: \$37.89

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$40.96

Supplemental Benefit Rate Per Hour: \$37.89

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$49.35

Supplemental Benefit Rate Per Hour: \$37.89

(Carpenters District Council)

ELECTRICIAN

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

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$18.00

Supplemental Benefit Rate per Hour: \$17.18

Overtime Supplemental Rate Per Hour: \$18.38

Electrician (First Term: 7-12 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$18.50**

Supplemental Benefit Rate per Hour: **\$17.44**

Overtime Supplemental Rate Per Hour: **\$18.67**

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.50**

Supplemental Benefit Rate per Hour: **\$17.97**

Overtime Supplemental Rate Per Hour: **\$19.26**

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$20.50**

Supplemental Benefit Rate per Hour: **\$18.49**

Overtime Supplemental Rate Per Hour: **\$19.85**

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$19.02**

Overtime Supplemental Rate Per Hour: **\$20.44**

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.50**

Supplemental Benefit Rate per Hour: **\$19.54**

Overtime Supplemental Rate Per Hour: **\$21.03**

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.50**

Supplemental Benefit Rate per Hour: **\$20.06**

Overtime Supplemental Rate Per Hour: **\$21.62**

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.50**

Supplemental Benefit Rate per Hour: **\$21.11**

Overtime Supplemental Rate Per Hour: **\$22.80**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$24.79**

Overtime Supplemental Rate Per Hour: **\$26.52**

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$27.20**

Overtime Supplemental Rate Per Hour: **\$29.23**

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

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

Elevator (Constructor) - First Year

Effective Period: 7/1/2024 - 3/16/2025

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

Supplemental Rate Per Hour: **\$34.78**

Effective Period: 3/17/2025 - 6/30/2025

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

Supplemental Rate Per Hour: **\$35.48**

Elevator (Constructor) - Second Year

Effective Period: 7/1/2024 - 3/16/2025

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

Supplemental Rate Per Hour: **\$35.42**

Effective Period: 3/17/2025 - 6/30/2025

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

Supplemental Rate Per Hour: **\$36.16**

Elevator (Constructor) - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.71

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.53

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.00

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.90

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

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

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$34.75

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$35.45

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$35.39

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$36.13

Elevator Service/Modernization Mechanic (Third Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$36.68

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$37.50

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$37.96

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$38.86

(Local #1)

ENGINEER

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

Engineer - First Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$27.47
Supplemental Benefit Rate per Hour: \$34.30

Engineer - Second Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$34.34
Supplemental Benefit Rate per Hour: \$34.30

Engineer - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$37.77
Supplemental Benefit Rate per Hour: \$34.30

Engineer - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$41.21**

Supplemental Benefit Rate per Hour: **\$34.30**

(Local #15)

ENGINEER - OPERATING

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

Operating Engineer - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: \$26.40

Operating Engineer - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: \$26.40

Operating Engineer - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: \$26.40

(Local #14)

FLOOR COVERER

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

Floor Coverer (First Year)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$25.20**

Supplemental Benefit Rate per Hour: **\$17.25**

Effective Period: 1/20/2025 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$26.04**

Supplemental Benefit Rate per Hour: **\$17.47**

Floor Coverer (Second Year)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$28.20**

Supplemental Benefit Rate per Hour: **\$18.75**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$29.10**

Supplemental Benefit Rate per Hour: **\$19.01**

Floor Coverer (Third Year)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$32.45**

Supplemental Benefit Rate per Hour: **\$22.35**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$33.55**

Supplemental Benefit Rate per Hour: **\$22.61**

Floor Coverer (Fourth Year)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$40.33**

Supplemental Benefit Rate per Hour: **\$24.35**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$41.63**

Supplemental Benefit Rate per Hour: **\$24.64**

(Carpenters District Council)

GLAZIER

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

Glazier (First Year)

Effective Period: 7/1/2024 - 6/30/2025

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

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CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Glazier (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

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

Glazier (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

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

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: \$20.00

Supplemental Benefit Rate per Hour: \$15.10

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: \$20.20

Supplemental Benefit Rate per Hour: \$16.35

Handler (Second 1000 Hours)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: \$21.00

Supplemental Benefit Rate per Hour: \$15.10

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: \$21.20

Supplemental Benefit Rate per Hour: \$16.35

Handler (Third 1000 Hours)

Effective Period: 7/1/2024 - 1/19/2025

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CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$24.00**

Supplemental Benefit Rate per Hour: **\$15.10**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$24.20**

Supplemental Benefit Rate per Hour: **\$16.35**

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$26.00**

Supplemental Benefit Rate per Hour: **\$15.10**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$26.20**

Supplemental Benefit Rate per Hour: **\$16.35**

(Local #78)

HEAT & FROST INSULATOR

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

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2024 - 6/30/2025

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

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

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

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #12)

HOUSE WRECKER

(TOTAL DEMOLITION)

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

House Wrecker - First Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$21.55**

Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$21.75**

Supplemental Benefit Rate per Hour: **\$11.62**

House Wrecker - Second Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$23.30**

Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$23.50**

Supplemental Benefit Rate per Hour: **\$11.62**

House Wrecker - Third Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$24.80**

Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$11.62**

House Wrecker - Fourth Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$27.30**

Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$11.62**

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

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

Iron Worker (Ornamental) - First Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$25.98**

Supplemental Benefit Rate per Hour: **\$16.00**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$27.40**

Supplemental Benefit Rate per Hour: **\$16.00**

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$28.45**

Supplemental Benefit Rate per Hour: **\$18.00**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$30.02**

Supplemental Benefit Rate per Hour: **\$18.00**

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$30.80**

Supplemental Benefit Rate per Hour: **\$19.00**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$32.49**

Supplemental Benefit Rate per Hour: **\$19.00**

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$34.39**

Supplemental Benefit Rate per Hour: **\$21.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$36.27**

Supplemental Benefit Rate per Hour: **\$21.00**

(Local #580)

IRON WORKER - STRUCTURAL

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

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$30.23**

Supplemental Benefit Rate per Hour: **\$61.90**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$30.36**

Supplemental Benefit Rate per Hour: **\$62.91**

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$30.83**

Supplemental Benefit Rate per Hour: **\$61.90**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$30.96**

Supplemental Benefit Rate per Hour: **\$62.91**

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$31.44**

Supplemental Benefit Rate per Hour: **\$61.90**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$31.57**

Supplemental Benefit Rate per Hour: **\$62.91**

(Local #40 and #361)

LABORER - HEAVY & HIGHWAY

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

Laborer - Heavy & Highway - First 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: \$54.03

Laborer - Heavy & Highway - Second 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: 54.03

Laborer - Heavy & Highway - Third 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: 54.03

Laborer - Heavy & Highway - Fourth 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: \$54.03

(Local #731)

LABORER - PAVER & ROADBUILDER

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

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$31.36

Supplemental Benefit Rate per Hour: \$26.67

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$33.00**

Supplemental Benefit Rate per Hour: **\$26.67**

(Local#1010)

LABORER - PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

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

Paver and Roadbuilder - Line Striping (Roadway) - First Year (Minimum 1000 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$31.36**

Supplemental Benefit Rate per Hour: **\$19.27**

Paver and Roadbuilder - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$33.00**

Supplemental Benefit Rate per Hour: **\$19.27**

(Local #1010)

MARBLE MECHANICS

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

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2024 - 6/30/2025

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: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$22.05**

Supplemental Benefit Rate per Hour: **\$10.77**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$21.75**

Supplemental Benefit Rate per Hour: **\$11.62**

Mason Tender - Second Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$23.80**

Supplemental Benefit Rate per Hour: **\$10.77**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$23.50**

Supplemental Benefit Rate per Hour: **\$11.62**

Mason Tender - Third Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$25.30**

Supplemental Benefit Rate per Hour: **\$10.77**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$11.62**

Mason Tender - Fourth Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$27.80**

Supplemental Benefit Rate per Hour: **\$10.77**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$11.62**

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender (Interior Demolition) - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.30**

Supplemental Benefit Rate per Hour: **\$10.97**

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.05**

Supplemental Benefit Rate per Hour: **\$10.97**

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.55**

Supplemental Benefit Rate per Hour: **\$10.97**

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.05**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$10.97**

(Local #79)

METALLIC LATHER

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

Metallic Lather (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.55**

Supplemental Benefit Rate per Hour: **\$17.87**

Metallic Lather (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.60**

Supplemental Benefit Rate per Hour: **\$16.87**

Metallic Lather (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.60**

Supplemental Benefit Rate per Hour: **\$15.92**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.65**

Supplemental Benefit Rate per Hour: **\$14.92**

(Local #46)

MILLWRIGHT

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Millwright (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.16**

Supplemental Benefit Rate per Hour: **\$37.78**

Millwright (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.61**

Supplemental Benefit Rate per Hour: **\$41.48**

Millwright (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$43.06**

Supplemental Benefit Rate per Hour: **\$45.83**

Millwright (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$53.96**

Supplemental Benefit Rate per Hour: **\$52.59**

(Local #740)

PAINTER

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

Painter - Brush & Roller - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$17.60**

Supplemental Benefit Rate per Hour: **\$19.09**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.00**

Supplemental Benefit Rate per Hour: **\$24.46**

Painter - Brush & Roller - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$26.40**

Supplemental Benefit Rate per Hour: **\$28.80**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$35.20**

Supplemental Benefit Rate per Hour: **\$37.24**

(District Council of Painters)

PAINTER - BRIDGE & STRUCTURAL STEEL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Bridge & Structural Steel (First Year)

Effective Period: 7/1/2024 - 6/30/2025

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

Painter - Bridge & Structural Steel (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

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

Painter - Bridge & Structural Steel (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

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

(Local #806)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.67**

Supplemental Benefit Rate per Hour: **\$8.66**

New Construction - Wage Rate Per Hour: **\$20.06**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$22.17**

Metal Polisher (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.63**

Supplemental Benefit Rate per Hour: **\$8.66**

New Construction - Wage Rate Per Hour: **\$22.07**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$24.13**

Metal Polisher (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.60**

Supplemental Benefit Rate per Hour: **\$8.66**

New Construction - Wage Rate Per Hour: **\$24.14**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$26.10**

(Local 8A-28)

PLASTERER

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

(Each Term is 800 Hours.)

Plasterer - First Term

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: **\$17.48**

Plasterer - Second Term

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: **\$18.63**

Plasterer - Third Term

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.93

Plasterer - Fourth Term

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.10

(Local #262)

PLASTERER - TENDER

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

Plasterer Tender - First Year

Effective Period: 7/1/2024 - 1/19/2025
Wage Rate per Hour: **\$21.55**
Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025
Wage Rate per Hour: **\$21.75**
Supplemental Benefit Rate per Hour: **\$11.62**

Plasterer Tender - Second Year

Effective Period: 7/1/2024 - 1/19/2025
Wage Rate per Hour: **\$23.30**
Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025
Wage Rate per Hour: **\$23.50**
Supplemental Benefit Rate per Hour: **\$11.62**

Plasterer Tender - Third Year

Effective Period: 7/1/2024 - 1/19/2025
Wage Rate per Hour: **\$24.80**
Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025
Wage Rate per Hour: **\$25.00**
Supplemental Benefit Rate per Hour: **\$11.62**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Plasterer Tender - Fourth Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$27.30**

Supplemental Benefit Rate per Hour: **\$11.27**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$11.62**

(Local #79)

PLUMBER

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

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.00**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$30.22**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.32**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Fourth Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$35.17**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.57**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.64**

Supplemental Benefit Rate per Hour: **\$22.73**

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER,
SANDBLASTER, STEAMBLASTER**
(Exterior Building Renovation)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.76**

Supplemental Benefit Rate per Hour: **\$15.10**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.09**

Supplemental Benefit Rate per Hour: **\$20.30**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$42.97**

Supplemental Benefit Rate per Hour: **\$24.05**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$51.60**

Supplemental Benefit Rate per Hour: **\$25.05**

(Bricklayer District Council)

ROOFER

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

Roofer - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 38% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: **\$7.67**

Roofer - Second Year

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: **\$17.69**

Roofer - Third Year

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: **\$19.61**

Roofer - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: **\$23.45**

Roofer - Fifth Year

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Benefit Rate Per Hour: **\$29.22**

(Local #8)

SHEET METAL WORKER

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

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 25% of Journeyman's rate

Supplemental Rate Per Hour: \$7.64

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$21.49

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: \$29.09

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: \$34.41

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: \$34.41

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: \$42.42

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2024 - 6/30/2025

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

Supplemental Rate Per Hour: \$42.42

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$47.76

(Local #28)

SIGN ERECTOR

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

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.84

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.25

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.66

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.09

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.83

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.81

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.63

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$43.70

Sign Erector - Fifth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.76

Sign Erector - Sixth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$49.80

(Local #137)

STEAMFITTER

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

Steamfitter - First Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate and Supplemental Rate per Hour: 60% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

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

Steamfitter - Fifth Year

Effective Period: 7/1/2024 - 6/30/2025

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

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$22.31

Supplemental Benefit Rate per Hour: \$14.47

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$26.94

Supplemental Benefit Rate per Hour: \$15.91

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$31.38

Supplemental Benefit Rate per Hour: \$17.41

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$37.90

Supplemental Benefit Rate per Hour: \$19.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #638-B)

STONE MASON - SETTER

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

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

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

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

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

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

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

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

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

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 100% of Journeyman's rate

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

(Bricklayers District Council)

TAPER

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

Drywall Taper - First Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$21.75**

Supplemental Benefit Rate per Hour: **\$15.00**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$22.13**

Supplemental Benefit Rate per Hour: **\$14.40**

Drywall Taper - Second Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$24.24**

Supplemental Benefit Rate per Hour: **\$24.71**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$24.24**

Supplemental Benefit Rate per Hour: **\$24.56**

Drywall Taper - Third Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$26.67**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$26.59**

Drywall Taper - Fourth Year

Effective Period: 7/1/2024 - 1/19/2025

Wage Rate per Hour: **\$38.78**

Supplemental Benefit Rate per Hour: **\$30.59**

Effective Period: 1/20/2025 - 6/30/2025

Wage Rate per Hour: **\$38.78**

Supplemental Benefit Rate per Hour: **\$30.65**

(Local #1974)

TILE LAYER - SETTER

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

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 35% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

Tile Layer - Setter - Ninth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

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

Tile Layer - Setter - Tenth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

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

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$24.96

Supplemental Rate Per Hour: \$37.69

Timberperson - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$30.07

Supplemental Rate Per Hour: \$37.69

Timberperson - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$37.72

Supplemental Rate Per Hour: \$37.69

Timberperson - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$45.38

Supplemental Rate Per Hour: \$37.69

(Local #1536)



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

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

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

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



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
BUREAU OF LABOR LAW
1 CENTRE STREET
NEW YORK, NY 10007

BRAD LANDER
COMPTROLLER

COMPTROLLER'S PREVAILING WAGE MEMORANDUM REGARDING FLAG PERSONS

June 1, 2024

This memorandum supersedes and replaces the Comptroller's Prevailing Wage Memoranda dated May 21, 1998 and related clarification dated March 13, 2001 concerning Flag Persons. This memorandum sets forth the superseding determination of the New York City Comptroller concerning the applicability of Article 8, Section 220 of the New York Labor Law (the "Labor Law") to individuals who perform traffic control duty or "flagger" tasks in connection with public works construction projects within the jurisdiction of the City of New York. The guidance set forth herein is effective July 1, 2024 and applies only to public works contracts and subcontracts solicited on or after such date.

For purposes of this memorandum, "traffic control duty" means tasks necessary or appropriate to alleviate congestion by directing the flow of pedestrian and/or vehicular traffic away from the vicinity of the construction site using a sign or flag. Workers performing traffic control duty in connection with a public works construction project, whether or not such workers are on, adjacent to, or in close proximity to the construction site, are performing the work of a construction "laborer," as directing traffic away from the job site serves to protect the public and safeguard the work crew. Such workers are thus subject to the prevailing wage requirements of Article 8, Section 220 of the Labor Law as "laborers, workmen, or mechanics." Accordingly, the Prevailing Rate of Wages and Supplements applies to such individuals.

Additionally, workers who perform "flagger" tasks relating to the protection of the public and/or work crew, including but not limited to erecting traffic cones, setting up construction site barriers, and directing the movement of trucks or construction equipment in, on, and off the site, also are subject to the requirements of Article 8, Section 220 of the Labor Law and the Prevailing Rate of Wages and Supplements.

This position is consistent with the New York State Department of Labor's position under Article 8 of the New York Labor Law and the U.S. Department of Labor's position under the Davis-Bacon Act and will promote and streamline compliance with prevailing wage requirements on the various public works construction projects within New York City.

If the trade performing the underlying work performs its own flagging or traffic control, e.g., bridge painters, the flagger or traffic control worker shall receive the same wages as the underlying trade. In the absence of an underlying trade, the flagger or traffic control worker shall receive the wages as set forth in the "Flagger" section of the New York City Comptroller's Construction Worker Prevailing Wage Schedule.

Contractors, agencies, and members of the public are encouraged to contact the Bureau of Labor Law to seek clarification regarding specific instances to ensure compliance with prevailing wage regulations and this memorandum.



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: HWX006-01

**RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BETWEEN MORRIS AVENUE AND WALTON AVENUE**

**INCLUDING CONSTRUCTION OF RETAINING WALLS, ADA RAMPS, STAIRS, STEP STREET
DRAINAGE, STREET LIGHTING, LANDSCAPING, AND INSTALLATION OF STREET FURNITURE**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF THE BRONX
CITY OF NEW YORK**

Contractor

Dated _____, 20__

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20__



**Department of
Design and
Construction**

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND
CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
_____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
Urban Engineers of New York
DATE PREPARED:
December 12, 2024



VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWX006-01

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD
SPECIFICATIONS**

**RECONSTRUCTION OF HENWOOD PLACE
STEP STREET**

**BETWEEN MORRIS AVENUE AND WALTON
AVENUE**

**INCLUDING CONSTRUCTION OF RETAINING WALLS,
ADA RAMPS, STAIRS, STEP STREET DRAINAGE,
STREET LIGHTING, LANDSCAPING, AND
INSTALLATION OF STREET FURNITURE**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF THE BRONX
CITY OF NEW YORK**

VOLUME 3 OF 3

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S-PAGES	SPECIAL PROVISIONS PAGES
SW-PAGES	SEWER AND WATER MAIN SPECIFICATIONS
HAZ-PAGES	SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS
JB – PAGES (5.0)	JOINT BID

(NO TEXT ON THIS PAGE)

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following specifications and standards are incorporated into the Contract Documents by reference as though fully set forth herein.

1. Standard Specifications and Drawings for New York City Department of Transportation (NYCDOT) are available:
Online at: <http://www1.nyc.gov/site/ddc/resources/publications.page>
 - a. NYC DOT Standard Highway Specifications
 - b. NYC DOT Standard Details of ConstructionOnline at: <https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec>
 - c. NYC DOT Division of Street Lighting Standard DrawingsOnline at: <https://www1.nyc.gov/html/dot/downloads/pdf/nycdot-street-lighting-standard-drawings.pdf>
 - d. NYC DOT Standard Specifications for Traffic Signals
 - e. NYC DOT Standard Drawings for Traffic SignalsFor purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.
 - f. NYC DOT Division of Street Lighting Specifications
2. The 2010 Americans with Disabilities Act (ADA) Standards; available online at: <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>
3. The 2013 Public Rights-of-Way Accessibility Guidelines (PROWAG); available online at: <https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf>
4. Standard Specifications and Drawings for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page>
 - a. NYC DEP Standard Sewer and Water Main Specifications, August 8, 2022
 - b. NYC DEP Instructions to Architect/Engineers Specifications for Concrete, January 1992
 - c. NYC DEP General Specification 11-Concrete, November 1991
 - d. NYC DEP Sewer Design Standards, March 27, 2023
 - e. NYC DEP Water Main Standard Drawings, September 19, 2024
 - f. Specifications for Trunk Main Work, July 2014
 - g. Standard Green Infrastructure Specifications August 1, 2024
5. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: <https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf>
6. Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at <https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf> or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359. Contact: Mr. Ed Durkin, Tel. (718) 281-3933
7. 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>
8. Standards and Specifications for Utility Joint Bid work are available online at <http://www1.nyc.gov/site/ddc/resources/publications.page>
 - a. CET SPECIFICATIONS AND SKETCHES, dated November 2010
 - b. JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN, Issued August 1, 2005

SCHEDULE A**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u> The Contractor shall obtain a bid security in the amount indicated to the right.	Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more. Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount
<u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u> The Contractor shall obtain performance and payment bonds in the amount indicated to the right.	Required for contracts in the amount of \$1,000,000 or more. Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.
<u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u> The Contractor shall provide the safety personnel as indicated to the right.	■ Project Safety Representative ■ Dedicated, full-time Project Safety Representative
<u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u> The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	See Page SA-4
<u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u> If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.	<u>\$6,500.00</u> for each consecutive calendar day over substantial completion time.
<u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u> The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.	Not to exceed <u>49</u> % of the Contract price

<u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u> The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.	<u>5 %</u> of the value of the Work
<u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u>	See pages SA-5 through SA-12
<u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u> 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
<u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u> 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 and Plants Twenty-four (24) Months for Trees and Plants
<u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u> 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 herein, the total sum shown in the column to the right, 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.	Amount for which the Contract was Awarded: _____ _____ Dollars (\$ _____)
<u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u>	See M/WBE Utilization Plan in the PASSPort Procurement M/WBE Considerations Section.

<u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u> 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.	\$ <u>800.00</u> for each calendar day of deficiency
<u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u>	\$ <u>400.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer. \$ <u>800.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.
<u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u> 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.	\$ <u>1,300.00</u> for each calendar day, for each occurrence

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 910 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

✓ YES NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the Commissioner determines that the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd will be added to the above Final Contract Duration, at the sole discretion of the Commissioner.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract. 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. The New York City Transit Authority (“NYCT”), the Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”), the Staten Island Rapid Transit Operating Authority (“SIRTOA”), the Metropolitan Transportation Authority (“MTA”) including its subsidiaries and affiliates, MTA Construction & Development Company (“MTA C&D”), MTA Bus Company (“MTA Bus”). The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation. 4. Verizon New York Inc. 5. The Consolidated Edison Company of New York, Inc.

■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 ☐ Jones Act Art. 22.1.3 ☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law. ☐ Additional Requirements:
☐ Builders' Risk Art. 22.1.4	☐ Required: 100% of total bid amount ☐ Required: 100 % of total bid amount for Item(s): 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	\$ <u>2,000,000</u> per accident combined single limit 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

☐ Contractors Pollution Liability Art.22.1.6	\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 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, and 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, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 22.1.7(c)	\$ <u>1,000,000</u> per occurrence \$ <u>1,000,000</u> aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

[OTHER]

Art. 22.1.8

☐ Railroad Protection Liability Policy

(ISO-RIMA or equivalent form) approved by 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 environmental-related work and/or exposures exist.
- Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

\$ 2,000,000 per occurrence\$ 6,000,000 annual aggregate

Named Insureds:

1. The New York City Transit Authority ("NYCT"), the Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), the Staten Island Rapid Transit Operating Authority ("SIRTOA"), the Metropolitan Transportation Authority ("MTA") including its subsidiaries and affiliates, MTA Construction & Development Company ("MTA C&D"), MTA Bus Company ("MTA Bus").

[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 <u>\$40,000</u>
[OTHER] Art. 22.1.8 ☐ The Following Additional Insurance Must Be Provided: Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.	
Per Article 22.2.5 of the Standard Construction Contract: The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.	

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

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of)
County of) ss.:
.....)

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

NOTARY PUBLIC FOR THE STATE OF

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents should be submitted via email to insurance@ddc.nyc.gov.

Hard copies of such documents will no longer be required or accepted.

(NO FURTHER TEXT ON THIS PAGE)

REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 5/16/2022;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 8/8/2022;
- NYC Department of Environmental Protection ("NYC DEP") Standard Green Infrastructure Specifications, dated 8/1/2024; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following active SB(s) are included as part of this contract:

- *SB 22-006 – INCREMENTAL COST NEAR TRANSIT FACILITIES*
- *SB 23-001 – SEWER DESIGN STANDARDS*
- *SB 23-002 – PIPE BOLLARD*
- *SB 23-003 – MOBILIZATION*
- *SB 23-004 – SUSTAINABLE CONSTRUCTION*
- *SB 24-001 – CEMENT, PORTLAND*
- *SB 24-002 – SHEETING AND BRACING*
- *SB 24-003 – CORNER CURB*
- *SB 24-004 – PIGMENTING*
- *SB 24-006 – REINFORCED CONCRETE SEWERS*
- *SB 24-007 – DRAINS TO BE KEPT CLEAN*
- *SB 24-008 – PAYMENT REQUISITIONS*
- *SB 24-010 – FLAGGERS, CROSSING GUARDS, AND PEDESTRIAN MANAGERS*

- *SB 24-011 – ALLOWANCE FOR RAILROAD FACILITY PERMITTING (ALL TYPES)*
- *SB 24-012 – ASPHALT, FUEL, AND STEEL PRICE ADJUSTMENT*
- *SB 24-013 – ENGINEER’S FIELD OFFICE*
- *SB 24-014 – MAINTENANCE OF SITE*
- *SB 24-015 – SUSTAINABLE CONSTRUCTION REQUIREMENTS*
- *SB 24-016 – HANDLING, TRANSPORTING, AND DISPOSAL OF POTENTIAL AND IDENTIFIED CONTAMINATED AND HAZARDOUS MATERIALS*
- *SB 24-017 – EXPANDED WORK ALLOWANCE*
- *SB 24-018 – STORMWATER POLLUTION PREVENTION*
- *SB 24-019 – MOBILIZATION*
- *SB 24-020 – PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK*

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page>

(NO FURTHER TEXT ON THIS PAGE)

NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS MUST BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

(NO TEXT ON THIS PAGE)

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(NO TEXT ON THIS PAGE)

SECTION 6.18 A – PR -Steel Railings and Handrails

6.18A-PR.1. DESCRIPTION.

Under this item, the Contractor must furnish and erect powder coated steel railings and handrails where shown on the plans or directed by the Engineer, in accordance with the plans, specifications and directions of the Engineer.

6.18A-PR.2. MATERIALS.

- A. METAL: All pipe rails shall be steel pipe in accordance with ASTM A53 schedule 40. All tubular steel supports shall be in accordance with ASTM A500. Bars, pickets, and cantilever supports shall be in accordance with ASTM A36. All metal railing and handrail fabrications shall be galvanized in accordance with ASTM A123. All materials as delivered shall be in condition for erection without field fitting or cutting.
- B. WELDING: Unless otherwise noted, all welded joints shall be continuous. Welding shall be done by competent mechanics and all welds shall be ground smooth. Except as modified by governing codes and by this Specification, comply with the applicable provisions and recommendations of the AWS "Structural Welding Code" including all supplements, addenda and special rulings applicable to building construction. All welding in the shop or field shall be subject to controlled inspection NYC Building Code.
- C. SURFACE COATINGS: All surfaces of the posts and rails shall be powder coated, after welding, with TGIC-Polyester 3 to 6 mils thick). Galvanizing of all components shall provide an acceptable substrate for applied powder coatings. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating shall be applied to the pipe.

The powder coating shall be applied to the galvanized surfaces in such a manner that the coating will not peel off. Insure surfaces to be coated are clean and dry and free of grease, dust, rust etc. All coated parts shall first receive phosphating and chromating treatments to improve the adhesion of the surface coating.

Color to be black unless otherwise indicated on the plans.

The entire pipe railing/handrail installation shall be coated with powder coating. All components shall be coated on all surfaces with the exception of internal expansion dowels.

Powder Coating: TGIC-Polyester Powder coating shall be applied to the galvanized steel in such a manner that the coating will not peel off. The TGIC-Polyester shall be applied at a film thickness of 3 to 6 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester shall be applied without voids, tears or cuts that reveal the substrate and shall thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

D. TESTS:

Laboratory Test For TGIC - Powder Coating: At the discretion of the Engineer, a sample of the TGIC - Polyester powder coated railing shall be laboratory tested for bonding of the powder coating to the metal. The test shall be the Cross Hatch test per ASTM D3359-09e2, method B. Failure to satisfactorily pass this test shall be a basis for rejection.

- E. Touch-up & Repair: For minor damage caused by installation or transportation and field welded metal powder coated surfaces, clean welds, bolted connections and abraded areas;
 - 1. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780. Galvanizing repair paint shall have 65 percent zinc by weight. Thickness of repair paint shall be not less than that required by ASTM A123.

2. On damaged powder coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of 6 (six) feet.
- F. NON-SHRINK GROUT: for anchoring railing supports, shall be two-part epoxy grout, compatible with caulking.
- G. SEALANT: for caulking fillet at top of granite setting holes shall be "BASF MasterSeal NP2" two-part elastomeric polyurethane, or approved equivalent product as manufactured by Sika or Pecora or equivalent. Sealant color shall be selected by Landscape Architect from full range of colors available.

6.18A-PR.3. SUBMITTALS.

All submittals shall be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, **Section 1.06.31**.

- H. Product Data: Provide product data for sealant, including description and material properties.
- I. Samples: For each diameter of pipe specified, submit one twelve (12") inch section of galvanized, powder coated pipe for approval, in the color specified. For sealant, provide samples in a range of colors available.
- J. Shop Drawings: The Contractor must submit Shop Drawings in accordance with the requirements of the **Section 1.06.13** of NYC DOT Standard Highway Specifications. Submit overall and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for each railing and handrail type furnished and each related application condition of the Project work. Include necessary coordination and preparation of composite drawing information together with installation trades contractors of different components, including granite fabrications and concrete foundations. Establish and verify locations of expansion joints, which shall be coordinated with concrete and granite shop drawings. Shop drawings to include complete details of railing construction, height, post spacing layout, infill layout, dimensions and footing coordination detail. All shop drawings for items under this section shall be submitted concurrently.
- K. Sample Fabrication: The Contractor must fabricate a sample section of combination steel railing and steel handrail incorporating at minimum of one post, a typical bend in rails and picket infill from horizontal to sloped condition, extending a minimum of 12" in horizontal condition, and a minimum of 12" in sloped condition. The fabrication shall be welded, galvanized, and finished in accordance with the drawings and specifications. The Contractor must re-fabricate the sample as necessary to the satisfaction of the Engineer. The fabrication will form the minimum standard for railing and handrail fabrication.
- L. Railings and handrails shall be fabricated in strict accordance with the plans and shop drawings. All handrail, including extensions shall comply with Americans with Disabilities Act (ADA) provisions as described in ANSI A117.1-2009 (or most recent edition) and ADAA (most recent edition).
- M. Certification: Submit certification that the materials used comply with this specification.

6.18A-PR.4. METHODS.

Holes to receive railings shall be previously shop-drilled in granite copings, and any additional depth required per drawings shall be formed in concrete using foam form inserts under concrete work item. The holes to receive railing posts shall be 0.25" greater diameter than the posts. Field-drilling shall not be acceptable. Any granite units damaged in any way as a result of field drilling shall be replaced with whole new granite units, matching the required shapes and sizes, by the Contractor at his own cost and expense.

The railings shall be erected as detailed on drawings. Posts shall be plumb and railings shall be accurate to line and grade. After posts have been set in place and properly supported to hold them to line and grade, the annular space shall be filled to the depth shown on the plans with non-shrinking grout. The grout shall be poured to 3/8" below the surface of the holes. Where the top of the hole is sloped, the grout shall be poured to 3/8" below the lowest surface point. After the grout has hardened, the remaining space shall be neatly caulked with a water-shedding fillet of the specified sealant.

6.18A-PR.5. MEASUREMENT.

STEEL PIPE HANDRAIL: The quantity of steel handrails to be paid for under this item shall be the number lineal feet of handrails measured along the length of the top of the handrail, furnished and installed with cantilever supports, complete in accordance with the plans, specifications and directions of the Engineer.

STEEL BAR PICKET RAILING: The quantity of steel railings to be paid for under this item shall be the number lineal feet of railings measured along the length of the top railing, furnished and installed with support posts, irrespective of height or slope, complete in accordance with the plans, specifications and directions of the Engineer.

6.18A-PR.6. PRICE TO COVER.

The price bid shall be a unit price per LINEAR FOOT of STEEL PIPE HANDRAIL and STEEL BAR PICKET RAILING and shall include the cost of furnishing all labor, materials, equipment, insurance and incidental expenses necessary to complete the work, including powder coating and powder coating touch-up, all in accordance with the plans and specifications to the satisfaction of the Engineer.

Drilling of holes in granite to receive railings and handrails shall be included in the cost of the respective granite items. Formwork in concrete to receive railings shall be included in the cost of respective concrete items.

Payment will be made under:

Item No.	Item	Pay Unit
6.18 A - PR1	Steel Pipe Handrail	L.F.
6.18 A - PR	Steel Bar Picket Railing	L.F.

SECTION 6.18 XPR - Post Railing Removed

6.18XPR.1. INTENT.

The intent of this Section is to remove post railing from the existing coping stones either adjacent to the stairs or on top of an existing retaining wall.

6.18XPR.2. DESCRIPTION.

Under this Section, the Contractor must remove post railing as shown on the Contract Drawings, in accordance with the Specifications and directions of the Engineer.

6.18XPR.3. METHODS.

Post railings shall be cut from supports prior to removal of granite coping stone.

At locations of existing coping stones to remain, grind anchor bolts above base plates and carefully remove supports and base plates to avoid damage to granite. Grind remaining metal bolts to a minimum of 0.75" below surface of granite before patching. Remove grout, caulk, or adhesive residue with stiff steel brush.

All materials removed during the removal of the fence shall be disposed of away from the site by the Contractor.

6.18XPR.4. MEASUREMENT.

The quantity of Post Railing Removed to be measured for payment shall be the number of linear feet of post railing actually removed to the satisfaction of the Engineer. Measurement shall be made in place along the centerline of the top rail, from center to center of end posts.

6.18XPR.5. PRICE TO COVER.

The price bid shall be a unit price per linear foot of Post Railing Removed and shall include the cost of all labor, material, equipment, and incidentals required to carefully remove existing Post Railing, in accordance with the Contract Drawings, the specifications and the directions of the Engineer. Removed post railing shall be disposed of away from the site, as directed.

Payment will be made under:

Item No.	Item	Pay Unit
6.18 XPR	POST RAILING REMOVED	L.F.

SECTION 7.14 – SUSTAINABLE CONSTRUCTION

7.14.1 DESCRIPTION.

The intent of this specification is to encourage sustainable construction planning as well as to compensate the Contractor for implementing strategies. The Contractor is advised that significant effort is required in order to earn the maximum incentive.

If the Contractor chooses to exceed those industry wide baseline the Contractor may be eligible for an incentive payment, as set forth in **Subsection 7.14.4**.

All requirements of this section must be outlined and coordinated in the Contractor's Sustainable Construction Work Plan (SCWP).

7.14.2 MATERIALS.

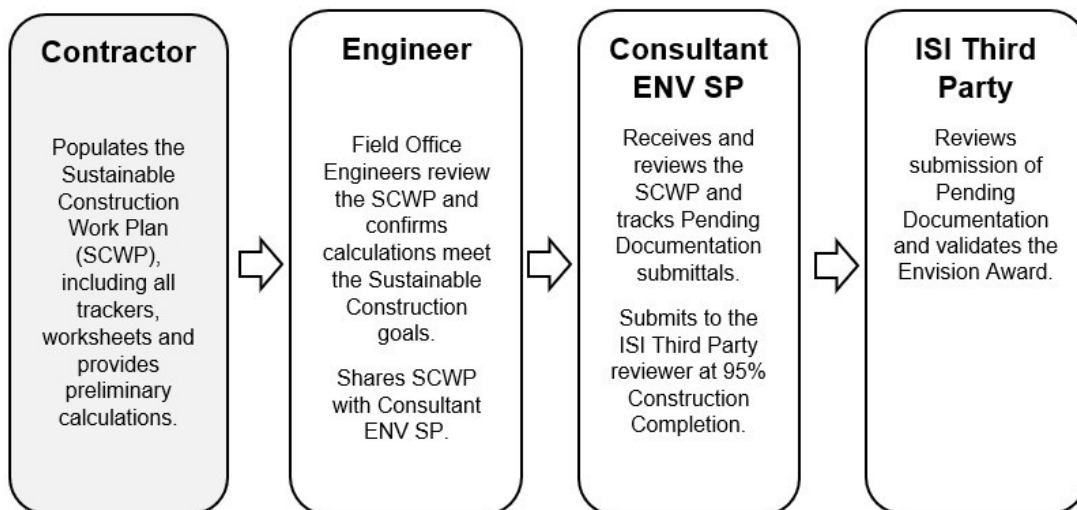
Not used.

7.14.3 METHODS.

1. SUSTAINABLE PLANNING

(A) COLLABORATION.

The Contractor must attend all meetings required to discuss and comprehend the Institute for Sustainable Infrastructure's Envision framework, including but not limited to the Envision Construction Kick-Off Meeting and regular Sustainability Check-Ins for execution of each Provision along with the various sections of the overarching *Sustainable Construction Work Plan* (SCWP) For more information visit <https://sustainableinfrastructure.org/>



Sustainable Construction Work Plan (SCWP)			
Sub-Section	SUSTAINABLE CONSTRUCTION GOAL	DUE	DELIVERABLE
7.14.3.B	INITIAL DOCUMENTATION	Within Thirty (30) Days of Notice of Award	Construction Pending Documents Tracker (CPDT)
7.14.3.C	PLANNING & SUBSEQUENT DOCUMENTATION	Within Thirty (30) Days of Issuance of The NTP Letter	Construction Management Plan (CMP)
7.14.3.5	SUSTAINABLE PROCUREMENT		
7.14.3.8	STAKEHOLDER RELATIONS DURING CONST		
7.14.3.7.2	ENHANCED CONSTRUCTION HEALTH AND SAFETY	Within Thirty (30) Days of Issuance of The NTP Letter	Feedback Mechanisms Planning & Tracker Worksheet
7.14.3.8.4	STAKEHOLDER RELATIONS DURING CONSTRUCTION		
7.14.3.6	CONSTRUCTION WASTE MANAGEMENT	Within sixty (60) days of NTP	Construction Waste Management Planning Worksheet (CWMP)
7.14.3.10	SURFACE AND GROUNDWATER QUALITY	Within sixty (60) days of NTP	Surface and Groundwater Quality Planning Worksheet (SGQP)

(B) INITIAL DOCUMENTATION.

This section is to provide sustainable construction requirements, including required documentation. The City will use the Contractor's documentation to finalize the awarded Envision certification. There are already requirements in the contract that have been evaluated and assessed to ensure that the planned Envision certification is met.

Within thirty (30) days of Notice of Award, the Contractor must submit to the Engineer the *Construction Pending Documents Tracker* (CPDT) for approval. The Contractor must assign a point of contact responsible for tracking and submitting all necessary materials and documentation which may include, but are not limited to meeting minutes, reports, plans, data compilations, delivery tickets, calculations, manuals, policies, estimates, etc. Calculations will be necessary to ensure the awarded Envision verification level is upheld. See Appendix 7.14.A. There is no incentive to this scope; these are baseline standard required documentation.

Minimum Required Implementation:

Approved Construction Pending Documents Tracker

(C) PLANNING & SUBSEQUENT DOCUMENTATION.

The Contractor must reference these requirements in conjunction with the noted Envision Award Level of the project to meet the anticipated levels of achievement through development and logistics. Within thirty (30) days of receipt of the NTP Letter, the Contractor must submit for approval to the Engineer their Construction Management Plan, outlining implementation strategies. The Contractor must conduct at least one (1) Sustainable Construction Planning Review before construction commencement to review, analyze and select strategies as listed in the Provisions. See Appendix 7.14.B.

Calculations may be necessary to ensure the awarded Envision verification level is upheld.

Minimum Required Implementation:
Approved Construction Management Plan

There are nine other major scopes of sustainable construction. The strategies listed exceed the baseline minimums that are already part of the Contract:

2. CONSTRUCTION ENERGY CONSERVATION.

The project team, including contractor and sub-contractors, must conduct one or more planning reviews to identify and analyze strategies for reducing energy consumption during construction.

To reduce energy, fuel consumption, greenhouse gases, and air pollutant emissions during construction, the Contractor must endeavor to implement the following strategies, including, but not limited to:

- 1 At least 20% of the construction equipment must be electric.
- 2 Where electric equipment is not available, biofuels and biodiesel equipment should be prioritized. Use alternative fuels in heavy equipment for at least 5% of total fuel consumption.
- 3 Where electric nor biofuel/biodiesel equipment are available; use Tier IV construction equipment or Tier III with Best Available Technology (BAT) for at least 75% of non-road equipment fleet greater than 50 horsepower.
- 4 Hybrid or fully electric project vehicles for at least 50% of fleet.
- 5 Employee commuting programs with incentives (shuttles to transit, ride-share programs, biking facilities, etc.).
- 6 Offset electrical consumption by generating 5% renewable energy on site (e.g., solar-powered temporary light plant, cameras, and variable message sign boards).

- 7 Reduce fuel consumption during construction by 10% using any of the following strategies, including, but not limited to:
- Reduce fuel consumption during construction by 10% by reducing the number of deliveries
 - Reduce fuel consumption during construction by 10% by not exceeding the NYC idle times code
 - On-site reuse of soils or other materials to decrease truck traffic to and from site
 - Reduce on-site trucking, proper logistics planning such as staging material in close proximity to installation location
 - Schedule acceleration without additional resource consumption
 - Use waterborne and/or rail transportation of materials versus trucking (third-party distribution or logistics)
 - On-site plants (concrete plant/asphalt plant) in lieu of trucking material to the site
 - Prefabrication of design elements

The Contractor is encouraged to propose innovative measures for reduced fuel consumption.

Minimum Required Implementation: 2 to 3 of the above 7 strategies.

3. CONSTRUCTION WATER CONSUMPTION.

The Contractor must plan towards using no potable water during construction, except for human consumption and hygiene. The project team, including contractor and sub-contractors, must conduct one or more planning reviews to identify and analyze strategies for reducing water consumption during construction.

To reduce potable water consumption during construction, the Contractor must prepare preliminary calculations to the Engineer and endeavor to implement the following strategies, including, but not limited to:

1. Monitoring and management of potable water to demonstrate ability to detect leaks and respond to inefficiencies in the system.
2. Reduce embodied water of materials by using recycled materials, demonstrate a 10% reduction in material quantities entering the site as new material.
3. Dewatering, 40% is reused or recycled.
4. Stormwater harvesting, demonstrate a 40% savings in use of potable water.
5. Use alternatives to dust suppressants such as dry agents, show a 50% reduction in water usage due to alternative controls.
6. Alternatives for truck tire wash stations, demonstrate 50% reduction in water usage due to alternative controls.
7. Alternatives for curing concrete, demonstrate 50% reduction in water usage due to alternative controls.

8. Reduce embodied water through material selection of permanent and temporary materials, demonstrate how product selection has contributed to reduced potable water consumption by more than 25%. The Contractor is encouraged to propose innovative measures for reduced potable water consumption.

Minimum Required Implementation: 3 to 4 of the above 8 strategies.

4. CONSTRUCTING WITH RECYCLED MATERIALS.

To source materials from manufacturers and suppliers that implement sustainable practices, the Contractor must endeavor to maximize the qualifying materials, calculated via total cost, weight, or volume, that are recycled. The use of recycled materials is intended to reduce the use of virgin natural resources and avoid sending useful materials to landfills.

Determine the extent to which the contractor used recycled materials, including materials with recycled content and/or reused existing structures or material. Qualifying materials are all permanent materials incorporated into the Work, excluding plants, soil, rock, land clearing debris.

Minimum Required Implementation: 5% to 14% of materials of recycled origin.

5. SUSTAINABLE PROCUREMENT OF CONSTRUCTION MATERIALS.

The Contractor must outline their process and criteria for selecting and calculating materials, supplies, and equipment in the *Construction Management Plan*. The Contractor must endeavor to maximize the amount of materials procured in a sustainable manner. The amount of materials procured in a sustainable manner will be measured by the project's total cost, weight, or volume. Sustainably procured materials are those utilizing following strategies, including, but not limited to:

1. Use environmental management systems consistent with ISO (International Organization for Standardization) 14001.
2. Procure materials with Environmental Product Declarations (EPD) conforming to ISO 14025, 14044.
3. Use materials that have third-party verified sustainability labels (e.g., Forest Stewardship Council (FSC), Green Seal, Eco Logo, Underwriters Laboratory, National Biosolids Partnership (NBP), Concrete Sustainability Council (CSC), etc.).
4. Use suppliers or manufactures that have a third-party verified corporate sustainability report consistent with the Global Reporting Initiative (GRI) Sustainability Report or equivalent.

Flexibility is given to develop additional sustainable procurement best practices that are equivalent to, or exceed, the strategies listed above. If the Contractor intends to use other sustainable best practices or strategies, the Contractor must justify how these requirements meet the provision and submit the alternate best practices or strategies to the Engineer for approval.

Minimum Required Implementation: 5% to 14% of materials procured with sustainable strategies.

6. CONSTRUCTION WASTE MANAGEMENT.

To minimize negative impacts to the environment due to waste production from construction activities, the Contractor must submit within sixty (60) days of NTP, a *Construction Waste Management Planning Worksheet* (CWMPW) as part of the SCWP, and endeavor to maximize the waste diverted from landfill. See Appendix 7.14.C for an example. The Construction Waste Management Planning Worksheet must estimate the total generated demolition and construction waste to be diverted from disposal. Detailed records must be maintained of all recycled materials, including legible copies of the on-site logs, weight tickets, and receipts. The Contractor must implement the following strategies, including, but not limited to:

1. Identify licensed haulers, transfer stations, processors of recyclables, and transportation procedures.
2. Designate a specific neat, clean, and clearly marked area to facilitate separation and non-contamination of materials for potential salvage, recycling, and waste.
3. Provide on-site instruction covering separation, handling and recycling, salvage, reuse, and return methods to be employed by all parties at the appropriate stages of the project.
4. Send waste material towards recycling or reclamation facilities.
5. Send waste to manufacturers for use as post-consumer recycled content.
6. Send waste to a composting facility.
7. Compost on site.
8. Reuse or recycle materials on site.
9. Explore opportunities to sell or donate salvaged materials, must be protected from contamination.
10. Stockpile and reuse non-contaminated, non-hazardous excavated materials - beneficial re-use of soil is to be given priority.
11. Create purchase agreements requesting vendor deliveries either: reduce the amount of packaging; packaging is made of recyclable materials; and/or discarded packaging is taken back by vendor for their own reuse or recycling.

If appropriate, waste material could be reused as infill, however, this strategy does not count towards meeting the requirements of the Construction Waste Management. It will count towards the requirements of "Balance Earthwork During Construction".

The Contractor is encouraged to propose innovative waste management measures, which must be submitted to the Engineer for approval.

Minimum Required Implementation: *Construction Waste Management Planning Worksheet*
AND **25%** to 49% of waste diverted from landfill.

7. ENHANCED CONSTRUCTION HEALTH AND SAFETY.

To further enhance public and worker safety during construction, the Contractor must use their *Construction Management Plan (CMP)* to *expand* on the current required Construction Health and Safety Plan, and implement the following strategies, items 1 and 2:

1. The contractor and construction team (GC/CM) shall prepare reports or other documentation to prove their commitments to monitoring and improving health and safety. The Contractor must provide documentation of at least two examples indicated below:
 - Proactive safety rewards program to support outstanding safety performance
 - Documentation that the contractor developed a program/ requirement to ensure that their subcontractors maintain a high level of safety per the contract
 - Documentation that the contractor's senior managers are engaged in the project safety program and conduct safety observations and inspections as part of their standard duties.
 - Documentation through commitments that safety is a core concern.

The Contractor must include reliable feedback mechanisms to identify risks, conduct hazard analyses, and communicate hazards to personnel. They can consider including a *Feedback Mechanisms Planning & Tracker Worksheet* as part of their overall SCWP. The Contractor must provide documentation to prove that at least two examples indicated below were implemented.

- Develop a proactive investigative process that focuses on root cause and corrective actions vs. disciplinary actions and financial penalties.
 - Develop a proactive injury management system that supports efficient, effective, and timely treatment of their employees injured on the job site.
 - Develop an incident review process that involves all levels of management to validate corrective measures to minimize future injuries and incidents on the job site.
 - Provide a "lessons learned" report that allows other projects the opportunity to review the fact-findings of incidents and implement processes and procedures to minimize similar incidents.
2. Safety and/or security competency training programs, either online or in person, for field personnel, including type of training provided and how they specifically target health and safety. Training may include task-specific safety training or general awareness training other than the OSHA 10-hour or 30-hour Construction Safety Training.
 3. List of met minimum training requirements for health and safety programs such as occupational safety and health, first aid, CPR, emergency response, active shooter training, or equivalent.
 4. Implement comprehensive site and project specific securities, which may include, but not limited to, background checks on personnel working on the project, 24-hour physical or electronic security monitoring of the project site.

5. Provide well-being programs including, but not limited to, health screenings for workers, nutrition classes, exercise workshops, or free vaccinations.

The Contractor is encouraged to propose additional innovative strategies to enhance safety during construction. Additional strategies will not count towards the requirements of this Section.

Minimum Required Implementation: *Construction Management Plan* AND Strategies **1 and 2**. Strategies 3, 4, 5, and 6 are encouraged, and they should be implemented in that order of priority.

8. STAKEHOLDER RELATIONS DURING CONSTRUCTION.

To further minimize or eliminate temporary inconveniences associated with construction and to enhance the SCWP, the Contractor must submit within thirty (30) days of Issuance of the NTP a *Construction Management Plan* (CMP) that addresses the following construction impacts:

1. Noise.
2. Safety and wayfinding for the public.
3. Access and mobility for the public.
4. Minimizing intrusive lighting.

The CMP must include the following components for mitigating the impacts above:

- Plan or policies to address the temporary inconveniences associated with construction which are informed by stakeholder engagement.
- Robust feedback mechanisms
- Performance monitoring and reporting for construction impacts.
- Performance monitoring and quantified reporting for mitigated construction impacts

The Contractor is encouraged to propose innovative strategies in their *Construction Management Plan*; such as planning and preparing a *Feedback Mechanisms Planning & Tracker Worksheet*. Additional strategies will not count towards the requirements of this Section.

Minimum Required Implementation: Mitigation of **3** of the above 4 impacts.

9. BALANCE EARTHWORK DURING CONSTRUCTION.

The Contractor must use any of the following strategies to reduce the environmental impacts of moving soils and other excavated materials on or off the site. The Contractor must endeavor to reuse all soil, eliminating borrow fill, **OR** source and reuse all necessary fill and excavated materials as close as possible to the project site using the following strategies:

1. Identify opportunities to minimize grading, retain soil on site to reduce total site soil handling.
2. Eliminate the need to transport additional soil.
3. Beneficially reuse material excavated from the project site on nearby sites or from nearby sites as fill for the project site.
4. Look for options close to the project site to send or source these materials.

5. Record the source or destination of any materials transported on or off site and their proximity to the project site.

Excavated materials deemed hazardous should not be included in the total calculations and should be disposed of accordingly. See Appendix 7.14.D for an example.

Minimum Required Implementation: Determine the total soil movement on and off the site. Excavated material moved off site and/or fill brought onto the site does not exceed 70% of total site soil handling. **OR** 100% of fill and excavated materials are sourced or reused within 25 miles of the site.

10. ENHANCED SURFACE AND GROUNDWATER QUALITY DURING CONSTRUCTION.

To further prevent groundwater contamination during construction, the Contractor must submit within sixty (60) days of NTP as part of their SCWP, a *Surface and Groundwater Quality Planning Worksheet* (SGQP) that further analyzes the project and determines additional potential impacts to surface and groundwater quality, including temperature. See sample in Appendix 7.14.E for guidance. Contractor must endeavor to implement the following strategies:

1. Determine the potential impacts to surface water or groundwater quality during construction, including temperature.
 - a. Obtain documentation of the hydrologic and/or hydrogeologic delineation studies from local authorities
2. Prepare a Spill and Leak Prevention Plan and a Response and Cleanup Plan.
3. Prepare a Plan showing the placement of materials, storage piles, and handling of materials, and show the prevention measures taken to avoid polluting the groundwater and/or stormwater runoff.
4. Eliminate the need for a hazardous or potentially polluting substances or materials.
5. Monitoring and reporting mechanisms to provide the public with water quality data.
6. Restore degraded natural systems to improve overall water quality on site, or in the watershed, compared to the pre-existing baseline. *Not an option for project that include an outfall.*
7. Install systems to clean or remove contaminants from surface water and/or groundwater that improve the overall on-site or watershed water quality compared to pre-existing baseline.
8. Install systems to prevent existing (*non-project related*) contamination from entering receiving waters or from altering receiving water flow.

Minimum Required Implementation: Surface and Groundwater Quality Planning Worksheet AND items **1, 2, and 3**. Strategies **4, 5, 6, 7, and 8** are encouraged, and they should be implemented in that order of priority.

7.14.4 MEASUREMENT AND PRICE TO COVER**A) INTENT**

The price bid for **SUSTAINABLE CONSTRUCTION** is intended to provide a mechanism to incentivize and compensate the Contractor for exceeding the Minimum Required Implementation. The Contractor will only be paid for work completed; hence 100% payment is not guaranteed.

(B) AMOUNTS OF INCENTIVES

The table below lists the amounts of available incentive payments for sustainable construction. The percent values shown in the “value” column serve as the lump sum breakdown for Item 7.14 – SUSTAINABLE CONSTRUCTION INCENTIVE.

SUSTAINABLE CONSTRUCTION GOAL		ACTION	INCENTIVE VALUE
0	Planning: Sustainable Construction Workplan	Construction Pending Documents Tracker	1%
		Construction Waste Management Planning Worksheet	2%
		Construction Management Plan	2%
		Surface and Groundwater Quality Planning Worksheet	1%
		Feedback Mechanisms Planning & Tracker Worksheet	1%
2	Construction Energy Conservation	Implement 2 - 3 out of 7 Strategies	5%
		Implement 4 - 7 Strategies	9%
3	Construction Water Consumption	Implement 3 - 4 out of 8 Strategies	4%
		Implement 5 - 8 Strategies	5%
4	Constructing with Recycled Materials	Achieve 5% to 14%	5%
		Achieve 15% +	9%
5	Sustainable Procurement of Construction Materials	Achieve 5% to 14%	5%
		Achieve 15% +	9%
6	Construction Waste Management	Achieve 25% to 49%	5%
		Achieve 50% +	9%
7	Enhanced Construction Health and Safety	Implement 3 - 8 Strategies	5%
8	Stakeholder Relations During Construction	Address 3 - 4 Impacts	5%
9	Balance Earthwork During Construction	Achieve 30% or Within 25 Miles	9%
10	Enhance Surface and Groundwater Quality During Construction	Implement 2 out of 7 Strategies	4%
		Implement 3 - 7 Strategies	5%
			100%

(C) PRICE TO COVER

The lump sum price bid for SUSTAINABLE CONSTRUCTION INCENTIVE will include the incremental cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to implement the sustainable construction scope described in this section. Payments will be made in accordance with the lump sum percentage breakdown above.

Payment will be made under:

Item No.	Description	Pay Unit
7.14	SUSTAINABLE CONSTRUCTION INCENTIVE	L.S.

APPENDIX 7.14.A

SAMPLE CONSTRUCTION PENDING DOCUMENTS TRACKER

TO BE PROVIDED BY THE PROJECT ENV SP AT PRE-AWARD MEETING; DEPENDANT ON ENVISION CREDIT'S ADDRESSED						
Document Number	Envision Credit Description	Envision Criteria	DOCUMENTATION FOR BASELINE CREDITS - NO INCENTIVE / LD WILL BE APPLIED IF NOT SUBMITTED			
			How The Credit Would be Achieved	Name of The Relevant Construction Document	Expected Date	
1	QL1.3 Improve Construction Safety	A	Documentation that owners and contractors implemented a proactive safety rewards program to support outstanding safety performance.			
2		A	Documentation that the contractors developed a program/ requirements to ensure that their subcontractors maintain a high level of safety per the contract.			
3		A	Documentation that the contractor's senior managers are engaged in the project safety program and conduct safety observations and inspections as part of their standard duties.			
15	QL1.6 Minimize Construction Impact	A	Documentation of a construction management plan or policies.			
16		A	Documentation that the construction management plan or policies address concerns of stakeholders.			
17		B	Documentation of a management plan or policies to mitigate impacts of construction noise and/or vibrations to the extent feasible.			
18	QL3.3 Enhance Views & Local Character	B	Documentation that the construction noise management plan includes stakeholder engagement and mechanisms for communities to report complaints. Documentation may include corrective actions taken in response to stakeholder reporting.			
27		D	Documentation of the construction management plan that identifies important natural or man-made features deemed important to views or local character and how they will be protected during construction.			
28		D	Documentation that construction, operations and/or maintenance representatives have participated in the integrated design process.			
29	LD1.2 Foster Collaboration & Teamwork	D	Documentation that the integrated process has improved sustainability performance in later phases of the project.			
30	LD1.3 Provide for Stakeholder Involvement	E	Documentation may also demonstrate an absence of significant new stakeholder issues arising as the project advances to final design and construction.			
31	LD1.4 Pursue Byproduct Synergies	D	Documentation of byproduct reuse: a. Short-term/one-time (e.g., during construction or for a limited period of time).			

APPENDIX 7.14.B
SAMPLE CONSTRUCTION MANAGEMENT PLAN

Sustainable Provisions / SCOPE	Anticipated Envision Level of Achievement	List Selected Strategies	Reason(s) for Selection of Specific Strategies(s)	Incentivized Strategies Additional Documentation That Would Be Required	Name and Description of The Supporting Documentation	Expected Delivery Date to the Field Office Engineer
CONSTRUCTION ENERGY CONSERVATION	Choose at least 2 strategies			Documentation that the project has implemented fuel reduction strategies		
CONSTRUCTION WATER CONSUMPTION	Choose at least 3 strategies			Documentation that the project has implemented water conservation strategies Calculations of potable water saved; for each strategy as opposed to no action Calculations of potable water cost saved		
CONSTRUCTING WITH RECYCLED MATERIALS	Minimum of 5% of the materials must be recycled					
SUSTAINABLE PROCUREMENT OF CONSTRUCTION MATERIALS	Choose materials to fulfill 15% Sustainable Procurement			Defined process for selecting and calculating materials, supplies, and equipment, including selection criteria An inventory for all materials being tracked for sustainable procurement practices, including a description of the material and the manufacturer or supplier of the material, along with evidence of the disclosure requirements. Calculations of the percentage of the total project materials by cost, weight, or volume that meet the provision ... Documentation of the total weight, volume, or cost of materials		
CONSTRUCTION WASTE MANAGEMENT	Choose strategies to fulfill xxxxx			Documentation of total quantity of recycled materials used on the project by weight, volume, or cost.		
				Documentation of percentage (by weight, volume, or cost) of project materials shall be recycled or re-used materials (excl. plants, soil, rock and water).		
				Implement a construction waste management plan		
	Choose strategies to fulfill xxxxx			During construction at least 25% (50%) of waste materials are recycled, reused, and/or salvaged.		
				Materials/supplier tracking forms and/or spreadsheets; receipts/invoices.		

APPENDIX 7.14.C
SAMPLE CONSTRUCTION WASTE MANAGEMENT PLANNING WORKSHEET

Construction Waste Management Planning Worksheet									
RA1.4 Reduce Construction Waste									
Number	Material Name	Amount of Waste	Amount Recycled	Amount Reused	Amount Salvaged	Total Material Amount Diverted from Landfill	Document Name	Expected Delivery Date to the Field Office Engineer	Comments
1	Ex. WM Pipe	690 LBS	690 LBS	0 LBS	0 LBS	690 LBS	Scrap Ticket	Ongoing during work	
2	Ex. Utility Hardware	11,570 LBS	100 CY	5,240 LBS	0 CY	100 CY	Delivery Tickets/Field Records	Ongoing during work	
3	Asphalt	20 CY	20 CY	0 CY	0 CY	20 CY	Dump Tickets	Ongoing during work	
4	Existing Concrete	520 CY	520 CY	0 CY	0 CY	520 CY	Dump Tickets	Ongoing during work	
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

APPENDIX 7.14.D

SAMPLE BALANCED EARTHWORK PLANNING WORKSHEET

Balance Earthwork Planning Worksheet										
RA1.5 Balance Earthwork On Site										
Number	Material Name	Amount of Waste	Amount Recycled	Amount Reused	Amount Salvaged	Distance	Total Material Amount Diverted from Landfill	Document Name	Expected Delivery Date to the Field Office Engineer	Comments
1	Soil	375 CY	0 CY	**TBD**	0 CY	< 25 miles	**TBD**	Dump Tickets	Duration of Project	
2										
3										
4	Import Clean Fill	0 CY	72 CY	**TBD**	0 CY	> 25 miles	72 CY	Tickets prepared on Site	Duration of Project	
5	Import Sand/Select Gran.	0 CY	73 CY	**TBD**	0 CY	**TBD**	73 CY	Tickets prepared on Site	Duration of Project	
6	Import Stone	0 CY	0 CY	0 CY	0 CY	**TBD**	0 CY	Delivery Tickets	Duration of Project	
7	Import RCA	247 CY	247 CY	0 CY	0 CY	> 25 miles	247 CY	Delivery Tickets	Duration of Project	
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

APPENDIX 7.14.E**SAMPLE SURFACE AND GROUNDWATER QUALITY PLANNING WORKSHEET**

Surface and Groundwater Quality Planning Worksheet				
NW2.4 Protect Surface & Groundwater Quality				
Spec Section	Strategy	Anticipated Compliance	Comments	Document received on (Date)
7.14.10.1	Provide studies	Yes - 1/31/24	Please write the entire strategy for each section	
7.14.10.2	Spill & Leak Plan	Yes - Provided	Please resend, TT has no record of plan	
7.14.10.3	Material Placement Plan	Yes - 1/31/24	Please send plan	
7.14.10.4	Elim... Haz. Substances	No		
7.14.10.5	Monitoring Mechanisms	No		
7.14.10.6	Restore degrade Systesms	No		
7.14.10.7	Inst. Systems to clean cont.	No		
7.14.10.8	Inst. Systems to prevent cont.	No		

SECTION 7.16 WR - TEST PITS

7.16.1WR INTENT

Under this section, the Contractor must be required to excavate test pits for the purpose of ascertaining the location of proposed retaining wall foundations, catch basins, inlets, and pipe connections to be installed under other contract items; for vault investigation purposes; for locating NYC Transit Authority (NYCTA) facilities; and, for investigation of trolley tracks and their yokes, vaults and structures as directed by the Engineer.

All test pits must be covered with steel plates during non-working hours and uncovered only as required for excavation and inspection work.

7.16.2WR DESCRIPTION

The construction specification for test pits outlines the requirements and procedures for conducting site investigations to gather geological and geotechnical data. It includes detailed instructions regarding the location, dimensions, and excavation methods of the test pits, as well as the sampling and testing procedures for soils and materials encountered. The specification also establishes criteria for recording and reporting the results of the test pits, including the preparation of site plans and geological logs. Through adherence to this specification, the contractor ensures that accurate and reliable data is obtained to inform the design and construction of the project.

7.16.3WR EXECUTION

(A).GENERAL

Test pits must be any excavation in sidewalk, pavement, soil, hardpan, weathered rock or other unconsolidated or partially consolidated overburden which has an open cross-sectional area large enough to permit the installation of the proposed inlet, catch basin, or pipe connection and as directed by the Engineer for other subsurface investigation. The maximum depth of each test pit will be to the depth of the proposed retaining wall foundations, catch basin, inlet, or pipe connection to be installed under other contract items, the depth of bedrock, or at a depth of fifteen (15) feet deep.

The approximate dimensions of the test pits must be five feet wide by the elevations of proposed retaining wall foundations shown on drawings, unless otherwise directed by the Engineer.

(B).EXCAVATION

Excavation of test pits must be performed in conformance with the requirements of **Section 6.02** for Unclassified Excavation and **Section 4.11** for Rock excavation as modified herein.

Existing concretes, rocks, pavements and sidewalks to be removed must be neatly cut along the lines of removal with a saw or other approved equipment which will leave a neat straight joint line along the juncture with subsequently replaced concrete, rock, pavement and sidewalk. Where excavation through curbs is required, the existing curbs must be left in place wherever possible or carefully removed and stored for subsequent resetting in the restoration work. All excavation work for test pits must be performed using hand tools. Use of hand operated pneumatic and electric jack hammers will be permitted only for breaking pavements and removal of masonry, concrete, rocks, and boulders or as otherwise directed by the Engineer. Pavement and sidewalk above the NYCTA structures must be broken by hand or as directed by the Engineer.

The Contractor must be required to excavate all material of whatsoever nature encountered, including large masses of concrete, cemented masonry, rocks and boulders, until the buried utility ducts, foundations, structures, etc. have been exposed as directed by the Engineer.

All materials excavated from each test pit must be immediately removed from the site by the Contractor.

Test pits must be excavated at the locations shown on the Contract Drawings for retaining wall foundations, catch basins, and inlets and where directed by the Engineer.

Additional test pits may be required and must be excavated where and as required by the Engineer. Care must be taken that no existing utility or structure is broken or damaged. All broken or damaged facilities due to the Contractor's operations must be immediately repaired or replaced by the Contractor at the Contractor's own cost, to the satisfaction of the Engineer and the owner of the utility or structure, at no additional cost to the City.

Temporary sheeting will be required for depth of pits greater than five (5) feet and may be required for pits of depth less than five (5') feet depending on site conditions. However, the Contractor must be held accountable and responsible for the sufficiency of all sheeting and bracing used and for all damage to persons or property resulting from the improper quality, strength, placement, maintenance, or removal of the same.

Regardless of the type of excavation protection used, it must be provided to satisfy the following:

- (a) Rule 23 of the New York State Industrial Code.
- (b) To prevent injury to workmen and the public or to avoid damage to existing water and sewer pipes or other structures, or to pavements and their foundations, through caving or sliding of the bank of the excavation.

Should it become necessary as determined by the Engineer, to enlarge the test pit in any dimension after sheeting has been placed, the Contractor must remove portions of the sheeting as necessary, enlarge the test pit as directed and replace the sheeting without additional compensation for this work, other than for the additional volume of material excavated.

The Contractor must take full responsibility to protect the said structures and its appurtenances, and any damage caused by the Contractor's operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City. The Contractor must submit shop drawings to the Engineer showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design will be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings and design calculations. The cost of this work will be deemed included in the price bid for all items of work under this contract.

(C). MAINTENANCE OF THE PIT

The excavated test pit must be maintained free of debris and kept dry by the Contractor in order to permit the inspection of structures and utilities by the Engineer and representatives of the Department. The Contractor must, upon completion of excavation and inspection each day, immediately backfill the test pit and place a temporary pavement of 4" (unless otherwise specified) Asphaltic Concrete Mixture over the excavated area to meet the existing pavement. Where the Contractor cannot complete the required excavation, inspection by the Engineer, and backfilling that same day, the Contractor must be required to provide steel plates to cover the excavation at the step street areas, cover the excavation and open the full width of street to traffic during non-working hours as directed by the Engineer, at no additional cost. To assist the Engineer in making the Engineer's inspection, all labor, ladders, electric lamps, etc., as maybe required, must be furnished by the Contractor.

At all times when work is being performed and the pits are not covered with steel bridging, the Contractor must provide construction barricades and maintain traffic as shown on the Contract Drawings and as directed by the Engineer.

(D). BACKFILL

Immediately upon completion of each test pit and when directed by the Engineer, the Contractor must backfill each test pit, as specified under **Section 4.11**, to the height of existing ground surfaces in the the step street areas, to a depth of four (4") inches (unless otherwise specified) below the top of the adjacent existing pavement in the roadway area and to a depth of two (2") inches below the top of the adjacent sidewalk in the sidewalk area.

(E). STEP STREET PAVEMENT AND SIDEWALK RESTORATION

After backfilling each test pit, the Contractor must cover the filled test pits with adequate steel plates. Steel plates must be maintained until they are replaced with a backfill materials to match existing grades at the step street areas, temporary pavement or sidewalk placed to match the adjacent grade in the roadways. In the roadway, the temporary pavement must consist of four (4") inch thick (unless otherwise specified) asphaltic concrete. In the sidewalk, the temporary sidewalk must consist of a two (2") inch thick layer of asphaltic concrete.

7.16.4WR MEASUREMENT

The quantity of Test Pits to be measured for payment under this item must be the number of cubic yards of material removed from within the limits of the test pit dimensions as directed by the Engineer. Volume occupied by existing pipes, utility lines, foundation, 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.

7.16.5WR PAYMENTS

The unit price bid per cubic yard for Test Pits must include the cost of all labor, materials, equipment, insurance, and appliances required to excavate test pits, including cutting existing pavement, removal of all materials regardless of their nature; removing and disposing of surplus and unsuitable excavated materials off the site; remove, store, and reset curb when necessary; sheeting and re-sheeting; steel bridging and posting; and furnishing and depositing fill material as required; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment for temporary pavement and sidewalk will be made under Item 4.02 CB - Asphaltic Concrete Mixture or 4.02 CA – Binder Mixture. Payment for providing traffic control devices will be made under the appropriately scheduled contract items.

Payment will be made under:

Item No.	Item	Pay Unit
7.16 WR	TEST PITS	C.Y.

SECTION 7.35 - PEDESTRIAN CHANNELIZER

7.35.1. INTENT. This section describes the work of providing interlocking pedestrian channelizers to be used as temporary pedestrian access route between pedestrian and construction work areas when directed by the Engineer.

Pedestrian channelizer must provide the same level of pedestrian guidance as concrete or plastic barrier, but should be light weight, easier to transport, install and remove with interlocking arrangements.

7.35.2. MATERIALS. The work shall consist of furnishing, maintaining, relocating, and removing pedestrian channelizer in sidewalk areas as per the specifications, as shown on the Contract Drawings or where otherwise directed by the Engineer.

Pedestrian Channelizer units must meet the requirements of the following standards:

- a. 2010 ADA Standards for Accessible Design
- b. 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- c. 2009 Manual on Uniform Traffic Control Devices (MUTCD), with FHWA Revisions and NYS Supplements

Product should meet the crash test and evaluation criteria contained in the American Association of State Highway and Transportation Officials' (AASHTO) Manual for Assessing Safety Hardware (MASH) and have a FHWA acceptance letter.

Acceptable products include:

- a. ADA PEDESTRIAN BARRICADE – STRONG WALL by PLASTICAIDE
- b. ADA COMPLIANT PEDESTRIAN BARRICADE like Safety Rail & SafetyWall by PSS
- c. Urbanite 57000 Series by Urbanite
- d. Plastic Safety System Safety Wall by PAUL PETERSON SAFETY DIVISION.
- e. Or approved equivalent

Battery operated flashing units as approved by the Engineer.

7.35.3. METHODS. Pedestrian Channelizer units of the various sizes required shall be furnished to the site, complete, ready to use. All units shall be in good condition and acceptable to the Engineer. pedestrian channelizer installed must meet the requirements of the standards listed in **Section 7.35.2** above.

The Contractor must install pedestrian channelizer by placing them where shown on the Contract Drawings or where otherwise directed by the Engineer. Adjacent units shall be interlocked. Weights (sand or water ballast in the unit, sandbags, concrete blocks, etc.) must be used per the manufacturer's recommendations, as necessary to ensure stability, or as directed by the Engineer. Weights must not interfere with pedestrian travel. The minimum number of interlocked barricade units in a given run must be two, unless otherwise approved by the Engineer. Where less than three units are required and approved by the Engineer, additional measures shall be taken by the Contractor to stabilize the shorter length of interlocking barricade and prevent overturning.

At corners, units four feet or less in length must be used to form smooth curved runs of barricade.

Contractor must continuously maintain the temporary pedestrian steel barricades, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove

the barricades at the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

Battery operated flashing units will be installed on every alternate pedestrian channelizer or as approved by the Engineer.

7.35.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of pedestrian channelizer constructed and placed, complete, based upon the summation of the lengths of the individual units so constructed and placed.

Payment will be made for only the initial installation at any location. Whenever pedestrian channelizer are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Whenever the Contractor proposes to move pedestrian channelizer to a new location it is subject to approval of the Engineer and must be in accordance with the latest approved progress schedule. Minor movement of the pedestrian channelizer within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment. Minor movement within a work area includes, but is not limited to

- Movement from one side of the roadway to the other side
- Movement to adjust the roadway or work zone width
- Movement required to access the work zone or to secure the work zone
- Linear movement of less than one block within an established work zone
- Rearrangement within a work area

No payment will be made: for non-interlocked units of barricade; for barricade units greater than four (4') feet in length used in corner quadrants; for movements of pedestrian channelizer made for the Contractor's convenience; for movement of barricades at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of barricades at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of barricades between initial installations.

7.35.5. PRICE TO COVER. The contract price bid per linear foot for PEDESTRIAN CHANNELIZER will cover the cost of furnishing all labor, materials, plant, equipment, insurance, battery operated flashing units and necessary incidentals required to furnish, install, maintain, relocate, and remove PEDESTRIAN CHANNELIZER, complete with weights for stability, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Where there is no scheduled item for temporary Pedestrian Steel Barricades, the cost of furnishing, installation, maintenance, relocation, and subsequent removal of PEDESTRIAN CHANNELIZER as required will 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
7.35	PEDESTRIAN CHANNELIZER	L.F.

SECTION 7.48 - Underdrain Wrapped With Filter Fabric

7.48.1. Description. The work shall consist of furnishing and installing approved underdrain wrapped with filter fabric at locations and in the manner shown on the plans or as directed by the Engineer.

7.48.2. Materials. Underdrain shall be perforated corrugated Polyvinyl Chloride pipe 8" diameter conforming to NYSDOT Standard Specification Section 706-18. Filter Fabric shall be composed of a strong polymer-type fiber, resistant to both rot and insects and formed into a non-woven fabric with the following minimum requirements:

Grab tensile strength, ASTM D4632	180 lbs.
Trapezoid Tear Strength, ASTM D4533	50 lbs.
Puncture Strength (5/16"), ASTM D3787 modified with 5/16" dia. flat tip with 1/32"x45° chamfer	75 lbs.

The fabric will be free of any treatment which might significantly alter its physical properties. During all periods of shipment and storage, the fabric shall be wrapped in a heavy-duty protective covering to protect it from direct sunlight, mud, dirt, dust and other debris.

Filter fabrics which are subject to deterioration by ultraviolet rays shall be protected from sunlight during transport and storage. For those fabrics which are subject to damage from sunlight, the information on the packaging material shall warn against exposing the filter fabric to sunlight.

The manufacturer shall submit certified test data to cover each shipment of material.

7.48.3. Construction Details.

Underdrain Pipe and Underdrain Filter.

The underdrain pipe and the underdrain filter construction details should follow the requirements of NYSDOT Standard Specification Section 605-03.

Underdrain shall be placed with perforations down and graded as shown on the plans. Prior to placement, the upgrade end of the underdrain shall be closed with a suitable plug and the entire length of pipe wrapped in filter fabric as directed by the Engineer.

Setting bed and tree installation, to be placed under other contract items, shall be done in a manner that will not prove injurious to the fabric or underdrain.

The overlaying material shall be placed within a period of two (2) weeks whether the fabric is subject to damage from sunlight or not. Fabric shall be anchored in an approved manner that will hold it in position.

No traffic of Contractor's equipment will be permitted to travel directly on the underdrain or plastic filter fabric.

Any contaminated underdrain filter material shall be replaced by the Contractor at no additional cost to the city.

7.48.4. Method of Measurement. The quantity of Underdrain Wrapped With Filter Fabric to be measured for payment shall be the number of LINEAR FEET (LF) of underdrain pipe installed, wrapped in filter fabric, measured in place along the centerline of the pipe, to the satisfaction of the Engineer.

7.48.5. Price to Cover. The contract bid price per LINEAR FOOT of Underdrain Wrapped With Filter Fabric shall include the cost of all materials, labor, equipment, insurance, and incidentals necessary to furnish and install underdrain wrapped with filter fabric including, but not limited to, joints, end plug components; excavation and backfill all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.48	UNDERDRAIN WRAPPED WITH FILTER FABRIC	L.F.
7.48 C	8" PERFORATED CORRUGATED POLYVINYL CHLORIDE UNDERDRAIN WITH FILTER FABRIC	L.F.

SECTION 7.50 ICR - CITYRACK INSTALLATION

7.50 ICR.1. DESCRIPTION: Under this section, the Contractor must install CityRack and all necessary incidentals on the following base types:

- (A) Concrete.
- (B) Pavers over concrete base.
- (C) Subway grating.

As the case may be, in accordance with, the Contract Drawings, the specifications and the directions of the Engineer.

7.50 ICR.2 MATERIALS: Anchor bolts must be as shown on Contract Drawings, as directed by the Engineer, or as follows:

- (A) Installation onto concrete, including sidewalks: Four ½" Ø x 3-½" deformed round head pin anchors ("Mushroom Spikes"), such as Powers SPIKE, DeWalt SPIKE or approved equal.
- (B) Installation onto pavers over concrete base: Four ½" Ø threaded studs with 2" Ø washers, tamper-resistant nuts, and 3-½" long drop-in style anchors. Threaded stud length to be 6-1/4", or as required to install the drop-in anchors fully in the concrete base.
- (C) Installation onto subway grating: Four ½" Ø J-bolts, with 2" Ø washers and tamper-resistant nuts. J-bolt length to be 6", or as required to properly hook to the grating.

All metal anchor hardware to be stainless steel.

7.50 ICR.3. CONSTRUCTION DETAILS: The CityRacks must be installed as shown on the Contract Drawings, or as specified by the Engineer, in accordance with the NYCDOT Bicycle Parking Standards. The Contractor will be responsible for coordinating and picking up the CityRacks from the NYCDOT specified vendor, at no separate cost.

7.50 ICR.4. MEASUREMENT: The quantity measured for payment must be the number of CityRacks installed in accordance with the Contract Drawings and the specifications, to the satisfaction of the Engineer.

7.50 ICR.5. PRICE TO COVER: The contract price for each **CITYRACK INSTALLATION** must cover the cost of labor, materials, equipment, insurance, and incidentals required to pick up and install CityRacks, including but not limited to, the furnishing and incorporation of all anchors, bolts, and washers; all, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Footings, if required, will be paid for under other scheduled items.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 ICR	CITYRACK INSTALLATION	EACH

SECTION 7.50 FCR - ALLOWANCE FOR FURNISHING CITYRACKS

7.50 FCR.1. DESCRIPTION: Under this item, the Contractor will be required to furnish CityRacks, in accordance with the Contract Drawings, specifications and as directed by the Engineer.

7.50 FCR.2. MATERIALS: (Not applicable)

7.50 FCR.3. CONSTRUCTION DETAILS: Contractor will order, CityRacks with base plates per prevailing NYCDOT contract rates, from Campbell Foundry Company, the fabricator of CityRack, located at:

1 Progress Road, North Brunswick Township, NJ 08902

Phone: (732)-951-9001

Email: ajayn@generalfoundries.com

Once the foundation has been installed, the Contractor must order and pick up from the supplier and deliver to the project site and install CityRack in accordance with Contract Drawings, specifications and as directed by the Engineer. All costs for pick up, delivery to the project site and installation of the CityRack along with anchors will be deemed to be included in all scheduled items for installation of the CityRack.

7.50 FCR.4. METHOD OF MEASUREMENT: For payment of CityRack, all work will be based on the actual number of CityRacks that are installed by the Contractor to the satisfaction of the Engineer.

7.50 FCR.5. BASIS OF PAYMENT: The fixed sum shown in the proposal for the CityRack and accessories will be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded, and the original price will be used to determine the total amount bid for the contract.

The fixed sum payment made under this item will be equal to the sum of all invoices submitted by the Contractor as proof of work performed for this item, as approved by the Engineer.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and must not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 FCR	ALLOWANCE FOR FURNISHING CITYRACK	F.S.

SECTION 7.55 - PIPE RAILINGS

7.55.1. DESCRIPTION.

Under this section, the Contractor must furnish and install Pipe Railings in accordance with the Contract Drawings, the specifications, and the directions of the Engineer. Pipe railings must include, but not be limited to, handrails, posts with concrete footings and / or granite stones, brackets to secure them to existing reinforced concrete, and/or Granite coping, and all necessary incidentals.

7.55.2. MATERIALS.

METAL: All pipe rails must be steel pipe in accordance with ASTM A53 schedule 40. All tubular steel supports must be in accordance with ASTM A500. All railings, posts, bars, and cantilever supports must be in accordance with ASTM A36. All metal railing and handrail fabrications must be galvanized in accordance with ASTM A123. All materials as delivered must be in condition for installation without field fitting or cutting. Metal railings, including attachment to building construction, must withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

- (1) Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
- (2) Concentrated load of 200 lbf (0.89 kN) applied in any direction.
- (3) Uniform and concentrated loads need not be assumed to act concurrently.

A. **WELDING:** Unless otherwise noted, all welded joints must be continuous. Welding must be done by competent mechanics and all welds must be ground smooth. Except as modified by governing codes and by this Specification, comply with the applicable provisions and recommendations of the AWS "Structural Welding Code" including all Supplements, addenda and special rulings applicable to building construction. All welding in the shop or field must be subject to controlled inspection NYC Building Code.

B. **SURFACE COATINGS:** All surfaces of the posts and rails must be powder coated by the manufacturer as per **ASTM D7396-14(2020) guidelines**. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating must be applied to the pipe.

Ensure surfaces to be coated are clean and dry and free of grease, dust, rust etc. All coated parts must first receive phosphating and chromatizing treatments to improve the adhesion of the surface coating.

Color to be black unless otherwise indicated on the plans.

The entire pipe railing/handrail/infill panel installation must be coated with powder coating (black). All components must be coated on all surfaces with the exception of internal expansion dowels.

C. **POWDER COATING:** TGIC-Polyester Powder coating must be applied to the galvanized steel in such a manner that the coating will not peel off. The TGIC-Polyester must be applied at a film thickness of 3 to 6 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester must be applied without voids, tears or cuts that reveal the substrate and must thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

- D. **TOUCH-UP & REPAIR:** For minor damage caused by installation or transportation and field welded metal powder coated surfaces, clean welds, bolted connections and abraded areas;
1. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780. Galvanizing repair paint must have 65 percent zinc by weight. Thickness of repair paint must be not less than that required by ASTM A123.
 2. On damaged powder-coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of 6 (six) feet.
- E. **TESTS:**
- Laboratory Test For TGIC - Powder Coating: At the discretion of the Engineer, a sample of the TGIC - Polyester powder coated railing must be laboratory tested for bonding of the powder coating to the metal. The test must be the Cross Hatch test per ASTM D3359-09e2, method B. Failure to satisfactorily pass this test will be a basis for rejection.
- F. **NON-SHRINK GROUT:** for anchoring railing supports, must be two-part epoxy grout, compatible with caulking.
- G. **SEALANT:** for caulking fillet at top of granite setting holes must be "BASF MasterSeal NP2" two-part elastomeric polyurethane, or approved equivalent product as manufactured by Sika or Pecora or equivalent. Sealant color must be selected by Landscape Architect from full range of colors available.

7.55.3. SUBMITTALS.

All submittals must be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, Section 1.06.31.

A. **Product Data:** Provide product data for the following:

- **Steel Components:**
 - Manufacturer's product specifications for steel profiles and sections.
 - Material certificates confirming compliance with specified ASTM standards.
 - Detailed drawings showing dimensions, profiles, and connection details.
- **Finishes:**
 - Manufacturer's specifications for applied finishes, including preparation, coating type, thickness, and adhesion.
 - Samples demonstrating proposed finish appearance and color.
- **Hardware:**
 - Specifications for all fasteners, anchors, and connectors used in assembly.
 - Compliance certificates demonstrating corrosion resistance and load-bearing capacity.
- **Assembly Details:**
 - Assembly drawings showing how components integrate and fasten together.
 - Details of joints, welds, and connections, including type and size.

B. **Samples:** For each diameter of pipe specified, submit one twelve (12") inch section of galvanized, powder coated pipe for approval, in the color specified. For sealant, provide samples in a range of colors available.

- C. Shop Drawings: The Contractor must submit Shop Drawings in accordance with the requirements of the Section 1.06.13 of NYC DOT Standard Highway Specifications. Submit overall and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for each railing and handrail type furnished and each related application condition of the Project work. Include necessary coordination and preparation of composite drawing information together with installation trades contractors of different components, including granite fabrications and concrete foundations. Establish and verify locations of expansion joints, which must be coordinated with concrete and granite shop drawings. Shop drawings to include complete details of railing construction, height, post spacing layout, infill layout, dimensions and footing coordination detail. All shop drawings for items under this section must be submitted concurrently.
- D. Sample Fabrication: The contractor must fabricate a sample section of combination steel railing and steel handrail incorporating at minimum of one post, a typical bend in rails and infill panel from horizontal to sloped condition, extending a minimum of 12" in horizontal condition, and a minimum of 12" in sloped condition. The fabrication must be welded, galvanized, and finished in accordance with the drawings and specifications. The Contractor must re-fabricate the sample as necessary to the satisfaction of the Engineer. The fabrication will form the minimum standard for railing and handrail fabrication.
- E. Railings and handrails must be fabricated in strict accordance with the plans and shop drawings. All handrails, including extensions must comply with Americans with Disabilities Act (ADA) provisions as described in ANSI A117.1-2009 (or most recent edition) and ADA (most recent edition).
- F. Certification: Submit certification that the materials used comply with this specification.

7.55.4. METHODS.

Holes to receive railings must be previously shop-drilled in granite copings, and any additional depth required per drawings must be formed in concrete using foam form inserts under concrete work item. The holes to receive railing posts must be 0.25" greater diameter than the posts. Field-drilling must not be acceptable. Any granite units damaged in any way as a result of field drilling must be replaced with whole new granite units, matching the required shapes and sizes, by the Contractor at his own cost and expense.

The railings must be erected as detailed on drawings. Posts must be plumb and railings must be accurate to line and grade. After posts have been set in place and properly supported to hold them to line and grade, the annular space must be filled to the depth shown on the plans with non-shrinking grout. The grout must be poured to 3/8" below the surface of the holes. Where the top of the hole is sloped, the grout must be poured to 3/8" below the lowest surface point. After the grout has hardened, the remaining space must be neatly caulked with a water-shedding fillet of the specified sealant.

7.55.5 INSTALLATION

- (A) Contractor must furnish and install pipe railings as shown on the plans and in accordance with the approved shop drawings to be furnished by the Contractor prior to fabrication.
 - 1) For Post-Mounted Handrail:
 - a) Excavate and pour concrete footings for vertical posts at locations in accordance with the approved shop drawings.

- b) Core drill each footing to the depth shown on the plans for embedment of the vertical posts.
- c) After the posts have been set in place and properly supported to hold them to be plumb within a tolerance of 1/32" per foot, the annular space must be filled to the depth shown on the Contract Drawings with grout composed of one part Portland cement to two (2) parts sand.
- d) After grout has hardened, the remaining space must be filled with an epoxy sealer filler as approved by the Engineer. The sealer must be applied in strict accordance with the manufacturer's instructions and must be tooled in to fill and seal hole and form a one-quarter (1/4) inch wash away from the post.
- e) Align handrail so variations from parallel with ramp slope do not exceed 3/16" per 10 feet.

2) For Wall-Mounted Handrail:

- a) Provide steel plates, bolts and fasteners as shown on the plans and where necessary to secure handrail to the existing concrete wall.
- b) Align handrail so variations from parallel with ramp slope do not exceed 3/16" per 10 feet.

3) For Fence-Mounted Handrail:

- a) Provide steel plates, bolts and fasteners as shown on the plans and where necessary to secure handrail to the steel bar picket fence.
- b) Align handrail so variations from parallel with ramp slope do not exceed 3/16" per 10 feet.

(B) WELDING

All welds must comply with the current requirements of the American Welding Society.

7.55.6. MEASUREMENT.

The quantities of Pipe Railings to be measured for payment must be the number of linear feet of steel pipe handrails, of each mounting type, measured along the center line of the handrail, installed to the satisfaction of the Engineer.

7.55.7. PRICES TO COVER.

(A) STEEL PIPE HANDRAIL – POST MOUNTED

The contract price bid per linear foot for Steel Pipe Handrail – Post Mounted must cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals necessary to furnish, install, and paint steel pipe handrail and posts complete, including, but not limited to, all pipe, footings, drilling of holes, bolts, nuts, washers, angles, bars, paint, and shop drawings; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

(B) STEEL PIPE HANDRAIL – WALL MOUNTED

The contract price bid per linear foot for Steel Pipe Handrail – Wall Mounted must cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals necessary to furnish, install, and paint steel pipe handrail complete, including, but not limited to, all pipe, plates, bolts, nuts, washers, angles, bars, paint, and shop drawings; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

(C) STEEL PIPE HANDRAIL – FENCE MOUNTED

The contract price bid per linear foot for Steel Pipe Handrail – Fence Mounted must cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals necessary to furnish, install, and paint steel pipe handrail complete, including, but not limited to, all pipe, plates, bolts, nuts, washers, angles, bars, paint, and shop drawings; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
7.55 PM	STEEL PIPE HANDRAIL – POST MOUNTED	L.F.
7.55 WM	STEEL PIPE HANDRAIL – WALL MOUNTED	L.F.
7.55 FM	STEEL PIPE HANDRAIL – FENCE MOUNTED	L.F.

SECTION 7.55 SRIP - STEEL RAILINGS AND HANDRAILS WITH INFILL PANELS

7.55 SRIP.1. DESCRIPTION.

Under this item, the Contractor must furnish and install powder coated steel railings and handrails with infill panels in accordance with the contract drawings, the specifications and directions of the Engineer.

7.55 SRIP.2. MATERIALS.

METAL: All pipe rails must be steel pipe in accordance with ASTM A53 schedule 40. All tubular steel supports must be in accordance with ASTM A500. All railings, posts, Bars, and cantilever supports must be in accordance with ASTM A36. All metal railing and handrail fabrications must be galvanized in accordance with ASTM A123. All materials as delivered must be in condition for installation without field fitting or cutting. Metal railings, including attachment to building construction, must withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

- (1) Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
 - (2) Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - (3) Uniform and concentrated loads need not be assumed to act concurrently.
- A. **INFILL PANELS:** All infill panels must consist of 1/8" DIA. ASTM A36 diamond patterned steel mesh. Infill panels must withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
- (1) Concentrated load of 50 lbf (0.22 KN) applied horizontally on an area of 1 sq.ft. (0.093 sq. m).
 - (2) Infill load and other loads need not be assumed to act concurrently.
- B. **WELDING:** Unless otherwise noted, all welded joints must be continuous. Welding must be done by competent mechanics and all welds must be ground smooth. Except as modified by governing codes and by this Specification, comply with the applicable provisions and recommendations of the AWS "Structural Welding Code" including all Supplements, addenda and special rulings applicable to building construction. All welding in the shop or field must be subject to controlled inspection NYC Building Code.
- C. **SURFACE COATINGS:** All surfaces of the posts and rails must be powder coated by the manufacturer as per ASTM D7396-14(2020) guidelines. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating must be applied to the pipe.
- Ensure surfaces to be coated are clean and dry and free of grease, dust, rust etc. All coated parts must first receive phosphating and chromatizing treatments to improve the adhesion of the surface coating.
- Color to be black unless otherwise indicated on the plans.
- The entire pipe railing/handrail/infill panel installation must be coated with powder coating (black). All components must be coated on all surfaces with the exception of internal expansion dowels.

- D. **POWDER COATING**: TGIC-Polyester Powder coating must be applied to the galvanized steel in such a manner that the coating will not peel off. The TGIC-Polyester must be applied at a film thickness of 3 to 6 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester must be applied without voids, tears or cuts that reveal the substrate and must thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.
- E. **TOUCH-UP & REPAIR**: For minor damage caused by installation or transportation and field welded metal powder coated surfaces, clean welds, bolted connections and abraded areas;
1. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780. Galvanizing repair paint must have 65 percent zinc by weight. Thickness of repair paint must be not less than that required by ASTM A123.
 2. On damaged powder-coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of 6 (six) feet.

F. **TESTS**:

Laboratory Test For TGIC - Powder Coating: At the discretion of the Engineer, a sample of the TGIC - Polyester powder coated railing must be laboratory tested for bonding of the powder coating to the metal. The test must be the Cross Hatch test per ASTM D3359-09e2, method B. Failure to satisfactorily pass this test will be a basis for rejection.

NON-SHRINK GROUT: for anchoring railing supports, must be two-part epoxy grout, compatible with caulking.

SEALANT: for caulking fillet at top of granite setting holes must be "BASF MasterSeal NP2" two- part elastomeric polyurethane, or approved equivalent product as manufactured by Sika or Pecora or equivalent. Sealant color must be selected by Landscape Architect from full range of colors available.

7.55 SRIP.3. SUBMITTALS.

All submittals must be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, Section 1.06.31.

- A. **Product Data**: Provide product data for the following:
- a. Steel Components:
 - i. Manufacturer's product specifications for steel profiles and sections.
 - ii. Material certificates confirming compliance with specified ASTM standards.
 - iii. Detailed drawings showing dimensions, profiles, and connection details.
 - b. Infill Panels:
 - i. Manufacturer's product specifications for infill panel material (e.g., glass, mesh).
 - ii. Test reports verifying material strength, impact resistance, and other relevant properties.
 - iii. Finish samples (if applicable) showing color, texture, and durability characteristics.

- c. **Finishes:**
 - i. Manufacturer's specifications for applied finishes, including preparation, coating type, thickness, and adhesion.
 - ii. Samples demonstrating proposed finish appearance and color.
 - d. **Hardware:**
 - i. Specifications for all fasteners, anchors, and connectors used in assembly.
 - ii. Compliance certificates demonstrating corrosion resistance and load-bearing capacity.
 - e. **Assembly Details:**
 - i. Assembly drawings showing how components integrate and fasten together.
 - ii. Details of joints, welds, and connections, including type and size.
- B. **Samples:** For each diameter of pipe specified, submit one twelve (12") inch section of galvanized, powder coated pipe for approval, in the color specified. For sealant, provide samples in a range of colors available.
- C. **Shop Drawings:** The Contractor must submit Shop Drawings in accordance with the requirements of the Section 1.06.13 of NYC DOT Standard Highway Specifications. Submit overall and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for each railing and handrail type furnished and each related application condition of the Project work. Include necessary coordination and preparation of composite drawing information together with installation trades contractors of different components, including granite fabrications and concrete foundations. Establish and verify locations of expansion joints, which must be coordinated with concrete and granite shop drawings. Shop drawings to include complete details of railing construction, height, post spacing layout, infill layout, dimensions and footing coordination detail. All shop drawings for items under this section must be submitted concurrently.
- D. **Sample Fabrication:** The contractor must fabricate a sample section of combination steel railing and steel handrail incorporating at minimum of one post, a typical bend in rails and infill panel from horizontal to sloped condition, extending a minimum of 12" in horizontal condition, and a minimum of 12" in sloped condition. The fabrication must be welded, galvanized, and finished in accordance with the drawings and specifications. The Contractor must re-fabricate the sample as necessary to the satisfaction of the Engineer. The fabrication will form the minimum standard for railing and handrail fabrication.
- E. **Railings and handrails** must be fabricated in strict accordance with the plans and shop drawings. All handrails, including extensions must comply with Americans with Disabilities Act (ADA) provisions as described in ANSI A117.1-2009 (or most recent edition) and ADAA (most recent edition).
- F. **Certification:** Submit certification that the materials used comply with this specification.

7.55 SRIP.4. METHODS.

Holes to receive railings must be previously shop-drilled in granite copings, and any additional depth required per drawings must be formed in concrete using foam form inserts under concrete work item. The holes to receive railing posts must be 0.25" greater diameter than the posts. Field-drilling must not be acceptable. Any granite units damaged in any way as a result of field drilling must be replaced with whole new granite units, matching the required shapes and sizes, by the Contractor at his own cost and expense.

The railings must be erected as detailed on drawings. Posts must be plumb and railings must be accurate to line and grade. After posts have been set in place and properly supported to hold them to line and grade, the annular space must be filled to the depth shown on the plans with non-shrinking grout. The grout must be poured to 3/8" below the surface of the holes. Where the top of the hole is sloped, the grout must be poured to 3/8" below the lowest surface point. After the grout has hardened, the remaining space must be neatly caulked with a water-shedding fillet of the specified sealant.

Attach infill panels to the pipe frame using manufacturer recommended methods. Ensure attachments are secure and panels are held in place. Ensure infill panels are level, plumb, and aligned with railing frame.

7.55 SRIP.5. MEASUREMENT.

STEEL PIPE HANDRAIL WITH INFILL PANLES: The quantity of steel handrails to be paid for under this item must be the number lineal feet of handrails measured along the length of the top of the handrail, furnished and installed with cantilever supports, complete in accordance with the plans, specifications and directions of the Engineer.

7.55SRIP.6. PRICE TO COVER.

The price bid must be a unit price per LINEAR FOOT of STEEL PIPE HANDRAIL WITH INFILL PANELS must include the cost of furnishing all labor, materials, equipment, insurance and incidental expenses necessary to complete the work, including powder coating and powder coating touch-up, all in accordance with the plans and specifications to the satisfaction of the Engineer.

Drilling of holes in granite to receive railings and handrails must be included in the cost of the respective granite items. Formwork in concrete to receive railings must be included in the cost of respective concrete items.

Payment will be made under.

Item No.	Item Description	Pay Unit
7.55 SRIP	Steel Railings and Handrails with Infill Panels	L.F.

SECTION 7.70 TPR - TEMPORARY PEDESTRIAN RAMP (NOT A PAY ITEM)

7.70TPR.1. INTENT. This section describes the work of providing Temporary Pedestrian Ramps (TPRs) near new pedestrian construction work areas and the ADA guidelines. TPRs should provide access to sidewalk routes when pedestrian ramps are not accessible due to construction activities going on or around pedestrian ramps.

The work shall consist of furnishing, installation, maintaining, relocating, and removing temporary pedestrian ramps in order to access sidewalk areas as shown on the Contract Drawings or where otherwise directed by the Engineer.

TPR shall consist of temporary pedestrian ramp units having a geometry similar to that shown on the contract drawings, as directed the Engineer and complying with the following requirements:

1. TPR running slope must not exceed 1:12 ramp slope, which equals 4.8 degrees slope or one foot of wheelchair ramp for each inch of rise. For instance, a 30 inch rise requires a 30 foot handicap wheelchair ramp.
2. Cross slope must not exceed 1:48.
3. Handrails must be provided on both sides if rise is more than 6 inches.
4. A minimum 5' x 5' flat, unobstructed area at the top and bottom of the ramp
5. A Minimum width of 36 inches of clear space across the wheelchair ramp.
6. Maximum run of 30 feet will be allowed ramp before a rest or turn platform.
7. Ramp handrail height will be between 34" and 38" in height on both sides of the wheelchair ramps.
8. The TPR must allow for normal street drainage.

Note: At areas with grass strips, ramp to be located at closest concrete walk or driveway by means of ground level decking on grass connecting to the concrete sidewalk or driveway etc.

7.70TPR.3. MATERIALS AND METHODS.

1. **LUMBER TPR:** Lumber should have a slip-resistant surface. Use pressure treated wood for most of the wood material. Lumber must be preservative-treated southern pine, grade #2 or better. Pressure treated lumber must resist rot and decay with level of treatment as per American Wood Council latest standards. Decking board for the TPR will be at a minimum 2" thick.

2. **ALUMINUM TPR:** Aluminum should be high traction (e.g., textured extruded aluminum surface), dock plate with a coefficient of friction not less than 0.5 and made from high strength, lightweight aluminum; it should be slip-resistant and have a self-adjusting ground transition plate. The Ramp, Step, and Platform system is designed to be a rigid, free-standing structure. All footplates should be fastened securely to a concrete surface or 12" minimum diameter footings in order to achieve full structural integrity. Footing depth will depend on local building code.

Fastening all platforms to the building or modular building with lag screws is highly recommended.

3. **FIBERGLASS/PLASTIC TPR:** Fiberglass/ Plastic ramps should be able to take minimum wheelchairs, foot traffic etc., not less than 550 lbs., should be ADA compliant and adapts to varying curb heights from minimum of 2.5" to 7". Should be anti-slip with high visibility surface and must be bolted for maximum stability and security. Coefficient of friction will not be less than 0.5.

All ramp handrails and ramp guardrails are designed to withstand a concentrated load of 200 pounds applied in any direction on the top of the rail.

All Ramp handrails are designed to be continuous along ramp runs and in between the inside corner of 90 degree and 180 degree turns in ramp direction. Handrails are not interrupted by posts or other obstructions.

Platforms and landings will be designed to carry a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Walking surfaces for serial number 1, 2 and 3 above must be designed to have a coefficient of friction no less than 0.50 in all directions of travel.

7.70TPR.4. METHODS. All units shall be in good condition and acceptable to the Engineer.

The Contractor must install the TPR by placing them where shown on the Contract Drawings, specifications and as directed by the Engineer. All the modular ramps will be assembled as per manufacturer's instructions.

If the modular ramps are pre-assembled and transported to their locations, Contractor must use utmost care in the delivery and installation of these units.

Units can also be fabricated/constructed at site with the approval of the Engineer.

Contractor must continuously maintain the TPR, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

7.70TPR.5. MEASUREMENT AND PAYMENT

The price of Temporary Pedestrian Ramp (TPR) shall be deemed included in the prices bid for all the scheduled contract items.

SECTION 8.53 - WFR Retaining Wall Flag Repair

8.53WFR.1. INTENT.

This work shall consist of the repair of flagged conditions (Safety and Structural) of the existing retaining wall as ordered by the Engineer during the life of the contract.

Any damage to the existing retaining wall caused by the Contractor's negligence or any construction work performed on the wall by the Contractor, without the written approval of the Engineer, shall be repaired to the satisfaction of the Engineer at the sole expense of the Contractor. This item shall not relieve the Contractor of his requirements specified in Section 10.20 and Section 10.23 of the NYCDEP Standard Sewer and Water Main Specifications.

8.53WFR.2. DESCRIPTION.

A flagged condition is defined to be a deficient condition in the retaining wall identified during the construction as requiring work to facilitate maintenance and protection of traffic.

Flagged repairs shall include, but not be limited to:

- a) Shifted or collapsed sections of wall including concrete coping on top;
- b) Utility repairs.

8.53WFR.3. METHODS.

The method for the repair of existing retaining walls shall be as directed by the Engineer.

All work shall be performed in accordance with the applicable section of the NYCDOT Standard Highway Specifications.

8.53WFR.4. MEASUREMENT.

The contract price for this item shall be a Fixed Sum of the amount as shown against this item in the Bid Schedule. The Bidder shall not alter this pre-entered amount. Should the amount shown be altered, the altered figures will be discarded and the pre entered price and amount will be used to determine the total amount bid for this contract.

No guarantee is given that this fixed price item will in fact be required in this contract. The estimated price for this item in the Bid Schedule is included in the total bid solely to insure a method of payment for this work.

8.53WFR.5. PRICE TO COVER.

Payment made under this Item shall be equal to the sum total of all vouchers submitted by the Contractor as payment for the cost of performing retaining wall flag repairs per as approved by the Engineer. Payments shall be in accordance with Article 26 of the Standard Construction Contract. Payment under this item, including partial payments, will not be made until the Contractor has furnished satisfactory evidence to the Engineer that the Contractor has performed the required retaining wall flag repairs.

The voucher for the payment shall be submitted to the Engineer on a monthly basis.

The "fixed sum" in the Bid Schedule is for bidding purposes only and shall not be varied in the bid; however, the Contractor will be paid only for the actual repair of existing retaining walls performed regardless of the fixed sum, which may be more or less than the fixed amount.

Payment will be made under:

Item No.	Item	Pay Unit
8.53 WFR	RETAINING WALL FLAG REPAIR	FIXED SUM

SECTION 9.09 - Underdrain Filter, Type I

9.09.1. Description.

Under this section, the Contractor must furnish and install an underdrain filter, Type I, in accordance with the plans, the specifications and the directions of the Engineer.

9.09.2. Materials.

Underdrain Filter Type I shall meet the requirements of Section 605-2.02 of the New York State Department of Transportation's Standard Specifications, as currently amended.

9.09.3. Methods.

The Contractor must be required to excavate a trench for the installation of an underdrain in accordance with the requirements shown on the plans. All other work shall be performed in accordance with the requirements of Section 605-3.02 of the New York State Department of Transportation's Standard Specifications.

9.09.3. Measurement.

The quantity to be measured for payment will be the number of cubic yards of Type I filter material placed in between the payment lines indicated on the plans with a deduction taken for the space occupied by underdrain pipe (Item No. 7.48).

9.09.4. Price to Cover.

The unit price bid per cubic yard for this item shall include the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, all excavation and backfilling with Underdrain Filter Type I material; all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.09	UNDERDRAIN FILTER, TYPE I	C.Y.

SECTION 9.10 ESS -Temporary Excavation Support System**9.10ESS.1. Intent.**

This section describes methods of providing excavation support during construction.

9.10ESS.2. Description.

Under this work, the Contractor must design, furnish, place, maintain and remove an Excavation Support System (ESS) at locations shown on the plans or as ordered by the Engineer. Details of the ESS must conform to the requirements of Federal and Local Regulations.

Temporary excavation support shall be defined as soldier pile and lagging system, timber and steel sheeting or shoring, a shield system (i.e. trench box or trench shield) or other pre-engineered support system that may be used to prevent cave-ins. The requirements of any support system shall be as contained in Title 29 Code of Federal Regulations, Part 1926, Safety and Health Regulations for Construction (OSHA), and current Standard Specifications, Construction and Materials, Volumes I, II and III, of the New York State Department of Transportation Standard Specifications, Office of Engineering (NYSDOTSS). The Contractor must be responsible for design of an ESS by a New York State Licensed Professional Engineer and the method of installing the ESS shall be submitted to the Engineer for approval.

9.10ESS.3. Materials.

The selection of ESS materials shall be the Contractor's option subject to approval of the Engineer. Material shall comply with the following requirements:

- A. Temporary Timber Sheeting. Timber sheeting shall be new or used and consist of any acceptable species which can be placed satisfactorily. The sheeting shall have a preservative treatment conforming to the American Wood-Preservers Association (AWPA) Standard C-2, Soil Contact. The timbers should not be less in actual cross section or stress grade than that shown on the plans, or approved by the Engineer and shall be in accordance with the requirements and provisions of NYSDOTSS Section 712-14, Stress Graded Timber and Lumber. The timber shall be sound and free from any defects which might impair its strength or tightness. The materials shall include all necessary waling and bracing required.
- B. Temporary Steel Sheeting. Steel sheeting shall be new or used, conforming to the requirements of ASTM A328M unless otherwise indicated on the plans. Waling and bracing shall be new and unused conforming to the requirements of ASTM A36M unless otherwise indicated on the contractor's design. Stock steel may be used. The Contractor must furnish to the Engineer certified copies of physical and chemical test results, which shall include a sworn statement by a qualified mill representative to the effect that the subject material conforms to the requirements of the steel specified.

C. Temporary Soldier Pile and Lagging Wall. Materials shall comply with the following requirements:

1. STRUCTURAL STEEL: conforming to the provisions of NYSDOTSS section 715-01, Structural Steel.
2. WOOD: The timber lagging shall have a preservative treatment conforming to the AWPAC Standard C-2, Soil Contact. The timbers should not be less in actual cross section or stress grade than that shown on the plans, or approved by the Engineer. Stress Grading and acceptance shall be in accordance with the requirements and provisions of NYSDOTSS Section 712-14, Stress Graded Timber and Lumber.
3. CONCRETE: Concrete shall conform to the provisions of NYSDOTSS Section 555 - Structural Concrete.
4. PILES: Soldier piles shall be composed of steel or concrete materials only.

9.10ESS.4. Construction Details.

It must be the Contractor's responsibility to install an ESS in accordance with the State and Federal Safety Codes.

A. The locations shown on the plans are to be used as a guide in preparing the estimate quantities bid upon and to establish the pay limits when the ESS is installed.

B. The ESS installed under this item shall be of sufficient size and strength to meet the requirements of Title 29, Code of Regulations, Part 1926, Safety and Health Regulations for Construction (OSHA), and New York State Standard Live Load requirements. Prior to use, the Contractor must supply the Engineer with documentation of compliance.

C. Excavation support elements shall be installed by persons especially skilled in such work.

D. Install soldier piles by pre-boring or other pre-excavating methods to the tip elevation shown on reviewed working drawings. Prevent pre-bored or other pre-excavated holes from collapsing. Driving of piles will not be permitted.

E. Construct supports in a manner that will ensure that supported faces, and loads exerted thereon, will be stabilized; give particular attention to lateral supports.

F. Weld in accordance with AWS D1.1.

G. Maintain ESS in safe condition. If unstable conditions, settlement, or movement is observed, it might either result in damage to structures, facilities and construction or endanger personnel and the public, immediately remedy those conditions, settlements, and movements by methods such as adding bracing and supports and, as a last resort, backfilling. Remedies shall be subject to acceptance by the Engineer and owner, except for emergencies.

H. Install lagging with no gap between the boards unless specifically directed. As installation progresses, backfill the voids between the excavation face and the lagging with sand or soil rammed into place. If gaps in the lagging are allowed, limit the gap width between lagging boards to 1/2 inch maximum.

I. Depth of exposed excavated face below the last placed lagging board shall not exceed 15 inches.

J. All damage to the adjacent pavement or ground caused by the use of the chosen ESS (e.g. Voids beneath the pavement or shoulder, pavement or shoulder cracking or subsidence, ground settlement) shall be repaired to the satisfaction of the Engineer at no additional cost to the City. Severe damage, which directly affects the safety of the public, shall be immediately repaired to the satisfaction of the Engineer. The operation shall be halted until a satisfactory prevention method is instituted.

9.10ESS.5. Measurement.

The quantity of ESS to be paid for shall be the number of SQUARE FEET obtained by multiplying the vertical length, measured between the payment lines herein described, by the horizontal length of ESS shown on the plans or approved by the Engineer. The vertical length is that length measured between the upper and lower payment line. Unless otherwise specified on the plans, the upper payment line shall be the ground surface existing at the site prior to the beginning of the work, or as ordered, in writing by the Engineer. Unless otherwise indicated on the plans or in the proposal, the lower payment line shall be the bottom of the excavation shown on the plans immediately adjacent to the support system. The horizontal length shall be the actual length of ESS installed measured along the payment lines as shown on the Contract plans.

9.10ESS.6. Price to Cover.

The unit price bid per SQUARE FOOT for this work shall include the cost of furnishing all labor, material, equipment, and insurance necessary to complete this work including, but not limited to, equipment, waling, bracing, and design services. The cost of maintaining the excavated area free from earth, water, ice, and snow will be deemed included in the unit price bid for the appropriate excavation item. Seventy-five (75%) percent of the unit price bid will be paid upon installation of the ESS and the remaining twenty-five (25%) percent will be paid after its function is no longer required and/or removed. The cost of any work necessary to cut off and remove the specified portion and temporarily support the roadway pavement shall be deemed included in the unit price bid.

Payment will be made under:

Item No.	Description	Pay Unit
9.10 ESS	TEMPORARY EXCAVATION SUPPORT SYSTEM	S.F.

SECTION 9.60 - Underpinning

9.60.1. Description. Under this item the Contractor will design and perform underpinning work for the affected building(s) when directed in writing by the Engineer.

9.60.2. Materials. The materials and equipment employed in the performance of this work must be as shown on the shop drawings prepared and certified by a Professional Engineer currently registered in the State of New York.

9.60.3. Construction Details. As outlined under Item 5.37 "Construction Report" if voids under building foundations are uncovered and/or the limits of excavation extend below the building foundation, the Contractor must immediately notify the Engineer. A report explaining such conditions and recommended remedial measures of underpinning must be prepared and submitted to the Engineer for evaluation. The Engineer will then determine if underpinning is required. If ordered by the Engineer, the Contractor must be required to inspect, examine, shore, brace, support, protect, maintain and/or permanently underpin buildings and/or structures where and when directed.

Before the start of this work, the Contractor must engage the services of a licensed Professional Engineer currently registered in the State of New York who specializes in foundation and underpinning work. The Professional Engineer's experience papers and name of the firm must be submitted for approval before doing any work under this item. Upon acceptance of the Professional Engineer's services, the following work must be performed:

- (1) Obtain official building and/or structure records from the local building department, and/or other city agencies that have jurisdiction over the building and/or structure;
- (2) Examine the building and/or structure and make test pits if necessary to verify the existing condition of the building and/or structure and their foundations. The Professional Engineer must be required to obtain written permission of the owner to enter the building or property for inspection and examination, and for making test pits;
- (3) The Professional Engineer must make quantitative analysis of each building and/or structure specified to determine whether permanent underpinning work is required with reference to the Contractor's proposed method of construction. The analysis must include, but not be limited to, inclusion of the proposed method of sheeting, dewatering (if any), change in water table, vibration due to installation of sheeting and/or piles, etc., and shall state whether underpinning is required. If permanent underpinning is not required, a detailed explanation must be provided in the analysis as to why such is not needed and shall specify any other remedial steps that may be required to be taken in order to protect, maintain, secure, or support the building and/or structure. If permanent underpinning is deemed necessary by the analysis, the report must also propose all necessary means and methods required for the support, maintenance, protection and underpinning of the affected building and/or structure.
- (4) The result of the analysis must be submitted to the Engineer for review.

If by the analysis, permanent underpinning work is required, prior to the actual underpinning, the Contractor must submit for approval by the Engineer three (3) copies of shop drawings showing underpinning schemes, member sizes and connection details he/she proposes to use. The shop drawings must also outline construction procedures. A minimum of two (2) weeks must

be allowed for review of drawings. The Contractor must have these drawings prepared by a licensed Professional Engineer currently registered in the State of New York. Such drawings must be submitted together with design calculations and both drawings and design calculations must bear the imprint of his seal and signature.

Upon approval and if ordered by the Engineer in writing, the Contractor must promptly obtain all required permits from NYC Department of Building or any other agencies under jurisdictions and must adhere to all requirements of such permits. The Contractor must obtain all necessary consents to enter buildings and/or properties of underpinning. One counterpart of each such consent duly signed, and acknowledged by the owner must be filed with the Engineer at least ten (10) days before the commencement of any work which would affect the building and/or structure. Then the Contractor will proceed to complete the underpinning work.

Any damage to buildings, properties and structures caused by the Contractor's means and methods of construction operation, whether it is accidental or due to negligence or carelessness in performing the work shall be remedied by the Contractor at his/her own expense, and to the satisfaction of the Engineer. No separate or additional payment will be made to the Contractor by the City for repair to and/or replacement of buildings and/or structures damaged as a result of such accident, negligence or carelessness.

Temporary shoring, bracing and other means of temporary support shall be removed after completion of construction. Before removal of temporary supports, a written report shall be submitted by a New York State Licensed Professional Engineer stating that the integrity of the building and/or structure is sound. This report must indicate all remedial work required to be performed prior to removal of said temporary supports.

9.60.4. Measurement and Payment. The contract price for this item shall be a fixed sum price for the work performed under this item, and shall be equal to the sum total of all invoices submitted by the Contractor, as approved by the Engineer, for all labor, materials, equipment, insurance, and incidentals actually required to perform the work under this item as approved by the Engineer, plus an allowance for overhead and profit as specified for "EXTRA WORK" under Article 26 in the Contract.

The Contractor must prepare and submit a cost proposal accompanied by approved shop drawings and his/her cost analysis for this work.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the total bid solely to ensure that sufficient monies will be available to pay the Contractor for this work.

No separate payment will be made for the restoration of any buildings and/or structures damaged due to the failure of the Contractor's underpinning operations.

Payment will be made under:

Item No.	Item	Pay Unit
9.60	UNDERPINNING	F.S

SECTION 9.71 WBB - Vibration Monitoring of Existing Buildings

9.71WBB.1. INTENT.

The intent of this Section is to continuously monitor vibrations induced by construction activities for the existing step street reconstruction until the work is complete and submit the readings with a summary report.

9.71WBB.2. DESCRIPTION.

This work shall consist of performing vibration monitoring of background and construction activities, provide continuous email-notification of the readings to the Engineer (24-hours/7-days per week) and prepare daily and summary report(s) of vibration readings.

9.71WBB.3. MATERIALS.

Provide a 3-component seismograph, capable of measuring particle velocity data in three mutually perpendicular directions. Annual factory calibration is required throughout the duration of the work.

9.71WBB.4. MONITORING CRITERIA.

ANOMALY	PEAK PARTICLE VELOCITY
PEAK CRITERIA	0.5 INCHES PER SECOND

9.71WBB.5. METHODS.

The Contractor must provide, as a minimum, a written vibration Monitoring Plan which shall include, but not limited to, the following items:

1. The name of the vibration monitoring specialist(s).
2. The scheduled start date and length of construction operations which require vibration monitoring.
3. The limits of vibration monitoring work for the proposed construction activities.
4. The location of any underground utilities in proximity to the construction operation.
5. Submit proof and details, as references, of two projects in the past five years where the vibration monitoring consultant performing the work has satisfactorily monitored construction operations by recording maximum peak particle velocities (PPVs). Include contact information for each reference.
6. Submit information on the required 3-component seismograph, capable of measuring particle velocity data in the three mutually perpendicular directions, including: the manufacturer's name, model number, and documentation of factory calibration performed within the last 12 months.
7. The location of monitoring points along the Step Street and at the adjacent buildings to be monitored and maximum allowable PPVs as indicated in the contract documents. If not otherwise specified, a maximum allowable PPV in accordance with the United States Bureau of Mines (USBM) Vibration Criteria shall be observed at locations along the existing wall.

8. The location of seismograph(s) placements shall be as directed by the Contractor's Professional Engineer, registered in the State of New York, and shall be of sufficient number to adequately monitor the construction-induced vibrations.
9. The location plan of seismograph(s) placements shall be submitted to the Engineer and Con Edison for review and approval.
10. Appropriate details for anchoring the geophone(s).

The vibration monitoring system shall inform the Engineer and the Contractor by email-notification immediately each time the measured particle velocities exceed 85% of the allowable peak particle velocity. The Contractor must make equipment or procedural modifications as required to avoid exceeding the allowable vibration intensity.

If the measured velocities exceed the maximum allowable PPVs, the Contractor must stop operations immediately and revise procedures to reduce vibrations to allowable levels.

If the seismographs show any indication of damage or vandalism, the seismographs shall be immediately recalibrated or replaced.

The Contractor must be in communication with his monitoring firm's personnel during vibration monitoring at all locations to verify the data recorded.

The Contractor must provide the Engineer with the results of the continuous vibration monitoring, one workday after the readings are taken. Upon completion of the construction operations for those locations requiring monitoring, the daily submittals shall be synthesized into a final report.

9.71WBB.6. MEASUREMENT.

The vibration monitoring work shall be measured on a lump sum basis.

9.71WBB.7. PRICE TO COVER.

The contract price bid for vibration monitoring of existing wall shall be a Lump Sum Price and shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to continuously monitor vibrations and prepare and submit required reports with all other work incidental thereto all in accordance with the specifications and as directed by the Engineer.

Payment for this work shall be made proportional to the work completed as follows:

Equipment Installation	20%
Month to month progress payments in accordance with the amount of work completed and upon receipt of the required reporting documentation	70%
End of Work	10%

Payment will be made under:

Item No.	Item	Pay Unit
9.71 WBB	VIBRATION MONITORING OF EXISTING BUILDINGS	L.S.

SECTION 9.95 G - Dimensioned Stone Masonry

9.95G.1. DESCRIPTION.

This Section describes the furnishing and installation of all dimensioned stone masonry indicated, including Granite Coping; Beveled Granite Coping With Integral Bike Channel; Granite Flush Coping; Granite Curb Wall; Granite Lighting Piers; Granite Stair Treads; and Granite Veneer; all in accordance with Contract Drawings, the specifications and the directions of the Engineer.

This section does not pertain to Granite Block Pavers, which are specified in **Section 6.06** of the NYCDOT Standard Highway Specifications.

9.95G.2. MATERIALS.

A. Stone Materials

All stone shall be carefully selected, from sound stock, and free from defects impairing strength, durability or appearance, such as cracks, seams, starts, holes, flaws, or imperfections, which have been patched or filled. All stone shall be uniformly consistent in color, value, graining texture, and other features to the extent inherent in the specified stone type. Color and value variations shall be within ranges established by approved samples.

Graining and texture variations, whether highly figured or uniform, shall be consistent in all material supplied. Material sources and quarry locations shall be approved by Engineer for each stone type.

All stone under these items shall be "Deer Isle", a medium-grained granite with warm grey, black and brown crystals, of compressive strength of 25,900 psi (MPa) per ASTM C170, density of 163.3 lb/cf per ASTM C97, flexural strength 1,644 psi per ASTM C880, and absorption rate of 0.30% per ASTM C97, as supplied by the following:

- (1) Structural Stone, LLC
285 Smith Street,
North Kingstown, RI
Phone#: (401) 667-4969
admin@structuralstonellc.com
- (2) Granites of America
15 Branch Pike Smithfield, RI 02917
Phone#: (401) 232-2040.
info@granitesofamerica.com
- (3) Blackhill Granites + Stone
101 E Culpeper Street, Suite 101
Culpeper, VA 22701
Phone#: (540) 825-9044.
Sales @BlackhillGgranites.com

or approved equivalent.

Stone from other suppliers may be deemed acceptable as "equivalent" based on criteria including individual specimen color and texture, material properties, contrast and compatibility of texture and color with other material specified. The Engineer shall be the sole arbiter of such compatibility.

Source Quality Control of Stone Material: Furnish testing of each stone type and finish for this Project, prepared by an approved independent and qualified testing agency. Tests shall be performed at thicknesses and finishes as required by test standards. Granite materials shall conform to ASTM C615, Granite Building Stone. In addition, granite materials shall conform to material properties requirements more stringent than ASTM C615 as stated herein. Test reports for stone materials shall show and list minimum values for the following physical characteristics as a minimum: Modules of rupture, ASTM C99; Compressive strengths, ASTM C170; Absorption, ASTM C97; Flexural Strength, ASTM C880. Provide mineral and chemical compositions of stone and identification of any material composition that may cause staining within stone or on surface of stone such as iron pyrites or other detrimental material.

B. Stone Fabrication

Stone shall be cut to sizes, shapes, dimensions, and details shown for each type and condition. Relate to and adjust stone fabrication together with installation requirements specified, herein. Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades.

Where shapes are indicated on Contract Drawings as curved, either graphically or in text, edges shall be cut to true radii. Where elements curve horizontally and slope vertically, curvature shall be accurate in the horizontal plane.

Exposed surfaces and edges of stone units shall be free from cracks, broken corners, chipped edges, scratches, or other defects affecting appearance. No patching, joining, or hiding of defects will be permitted.

Provide stone of the thickness specified or otherwise shown as a minimum. Maximum variations in thickness from that shown shall not exceed 1/8" on units 4" or less.

Cut stone full and true on faces, reveals, beds, joints, and top to the full dimensions required by Contract Drawings. All sawn edges shall be straight and true. Maximum deviation from straight line or radii indicated shall not exceed 1/16" when measured with a 10' straightedge or radial template, or plus or minus one-fourth the width of joints, whichever is more stringent. All units shall fit together accurately. Final placement and locational tolerance per artist approval.

Fabricate stone so that joints between units shall be as shown on Contract Drawings typically for alignment and spacing. Make faces of stone in same plane flush at joints. All finished surfaces of stone panel and coping units shall be true and out of wind.

Typical joint width shall be 1/4" unless otherwise specified in the Contract Drawings.

Shop Cutting, Drilling, and Fitting: Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades. Accurately shop-drill holes for fences and steel railings in locations coordinated with fence and railing shop drawings. Holes shall be 0.25" greater than the diameter of the posts, drilled and angle required to allow setting of the posts plumb. In cutting and fitting, carefully cut and grind edges to a neat, tight, fit. Cutting shall be

in such a manner so as not to impair strength or appearance. Use physical templates (not just drawing dimensions) for all cutting and drilling. Obtain required templates from appropriate trades and suppliers.

Exposed Faces and Edges: Provide finish characteristics and quality indicated for each stone material type, condition of use, and as approved. Exposed stone surfaces shall be "Thermal" and "Rock-Face" finishes as defined by National Building Granite Quarries Association (NBGQA). Thermal finish shall be mechanically applied by flame in the long dimension of finished work. The application of thermal finish shall be controlled to avoid any visible directionality. Rock-Face finishes shall be pitched from neat corners with a chisel, to the tolerances indicated on the Contract Drawings.

C. Installation Materials

Furnish all anchors, cramps, dowels, tiebacks, and the like fitting hardware as necessary to properly secure stone units. Types to be approved, of sizes and shapes to fit each particular support condition encountered. Metal components for exterior work shall be stainless steel, Type 302/304, nonmagnetic.

Lead or plastic buttons used shall be of the thickness required for the joint size shown or specified, and of the size required to maintain a uniform joint width, and meet the load requirements of stone installation condition.

Epoxy for setting stainless steel dowels and other metal anchors shall be a commercial-grade, high-strength, two-part epoxy as Quikrete High Strength Anchoring Epoxy (No. 8620-31), or equivalent product as manufactured by Sika, Mapei, or Hilti.

Grout for all exposed mortar joints shall be colored, pre-packaged epoxy grout as Laticrete Spectralock Pro Premium Grout, or equivalent type by Sika or Mapei, or approved equivalent. Colors to be used shall be as selected from a full range of manufacturer's colors by the Engineer, which shall include no fewer than 40 (forty) alternative colors.

Mortar Setting Beds shall be a pre-packaged latex-modified mortar mix as Laticrete 3701 Fortified Mortar Bed, or approved pre-packaged equivalent by Sika, Mapei, or approved equivalent.

Setting Adhesive and Slurry Bond Coat shall be a latex-modified adhesive masonry setting product as Laticrete 254 Platinum, or approved equivalent adhesive type by Sika, Mapei, or approved equivalent.

Mortar for veneer installation shall be a pre-packaged polymer-modified mortar mix exceeding ASTM C270-14a for Type "S" mortar, as Quikrete Polymer Modified Veneer Stone Mortar No. 1137, or equivalent by Sika, or Mapei, or approved equivalent.

Pourable grout for backfilling collar joint between veneer stone and concrete structural wall shall be a pre-packaged grout product intended for superior performance in poured applications, as Quikrete Core-Fill Masonry Grout (Fine) 1585-08, or equivalent by Sika, or Mapei, or approved equivalent.

Caulk/Expansion Joint Materials:

- (1) Joint filler material shall be a non-extruding premolded non-bituminous material, compatible with backer rod and sealant.
- (2) Backer rod shall be closed cell polyethylene, of diameter as required to provide secure stop of sealant per manufacturer recommendations.
- (3) Sealant shall be "BASF MasterSeal NP2" two-part elastomeric polyurethane, or "Latisil" one-component, neutral-cure, silicone sealant, or approved equivalent type by Sika or Pecora, or approved equivalent. The product must be available in at least 40 (forty) alternative colors. Colors to be used shall be as selected from a full range of manufacturer's colors by the Engineer. Color shall be selected to match granite, as determined by cured mock-up.

9.95G.3. QUALITY ASSURANCE.

- A. References Standards (as applicable generically to stone type(s) or material specified: National Building Granite Quarries Association (NBGQA); American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI); American Iron and Steel Institute (AISI). In case of conflict between the referenced standards, codes, or Contract Documents, the referenced standard, code, or Contract Document having the more stringent shall govern as approved by Engineer.
- B. Fabrication Qualifications: Stone fabrications shall be by a firm or firms that have successfully fabricated stonework similar to the quality and in the quality shown of each material type and condition, specified, and in the quality specified, for a period of not less than 5 years. Special attention is drawn to the BEVELED GRANITE COPING WITH INTEGRAL BIKE CHANNEL, with complex shapes to be cut out of single granite units, including special units with tapering bike channel at top and bottom of each stair landing, integral with beveled coping. It shall be understood that computer numerical control (CNC) machinery and/or advanced craftsmanship may be required for fabrication of these features. Special attention is also drawn the pitched rock-face finish of the Granite Curb wall. Special attention is also drawn to the Granite Lighting Piers, with the requirement for a large-diameter core drilled center. Fabricator must demonstrate ability to fabricate these elements to the lines and contours as indicated on the Contract Drawings, by submission of photographs of similar projects.
- C. Installation Company Qualifications: Erection of stonework shall be by a firm that can exhibit proof of expertise in the field and prior successful experience with stone installations of equivalent type and similar scope to this Project.

9.95G.4. SUBMITTALS.

All submittals shall be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, **Sections 1.06.13 and 1.06.31**.

- A. Fabricator Qualifications: Submit complete data on fabrication facilities for stonework. Include information of location, production capabilities, and photographic information as necessary to demonstrate capability to complete the required work.
- B. Installer Qualifications: Submit to identify and exhibit installation company qualifications as specified herein.
- C. Stone Quarry Data: Submit complete data on quarry location and facilities for each stone type.

- D. Stone Material Properties Data: Material properties data for each stone material type shall be submitted by the stone suppliers and certified as representative of the properties of stone material to be supplied for the Project. Include references to appropriate ASTM tests as conducted by a certified testing laboratory.
- E. Product Information: Submit product information for each installation material item including fitting hardware, fastening devices, accessories, mortars, caulk, grouts, and the like.
- F. Shop Drawings: The Contractor must submit Shop Drawings when required, in accordance with the requirements of the **Section 1.06.13** of NYC DOT Standard Highway Specifications. Submit overall and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for each stone material type furnished and each related application condition of the Project work. Include necessary coordination and preparation of composite drawing information together with installation trades contractors of different components, including railings, edgings, and concrete foundations. Establish and verify locations of expansion joints, which shall be coordinated with concrete shop drawings. All shop drawings for items under this section shall be submitted concurrently.

Submit complete Cutting and Setting Drawings showing shop sizes, shapes, thickness, jointing, anchoring, connection with other work, typical and special anchoring details, supports, dimensions, and setting numbers for each piece. Setting Drawings shall show relationship to adjoining construction and, after fabrication and final selection, shall indicate the location of each stone unit with a number designation corresponding to number marked on each unit. Show location layouts and patterns coordinating with Contract Drawings and related survey control points and dimensions. Establish and verify dimensions with concrete work of on-site walls, masonry layouts and patterns, and other like conditions. Show location, type, and extent of anticipated field cutting and finishing. Do not fabricate any stone (except for samples) until Engineer has approved Shop Drawings for fabrication.

- G. Stone Samples: Submit set of a minimum of 3 unit samples, minimum 1 square foot finished surface each, of each stone material and each stone finish type. Include in each set the full and extreme range of exposed color, texture, and finish to be expected in the completed work. Engineer's review of samples will be for color, texture, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Approved samples shall set the finish standard for the work.
- H. Grout and Sealant Material Samples: Submit samples for each condition of use to show selected colors. Submit samples of eight colors closest in coloration to the granite when the granite is wetted.
- I. Stone Support and Accessory Items Samples: Submit samples for each type and material composition, full size.
- J. Pre-Mockup Photographs: Provide clear digital photographs of fabrications required for Mock-ups after shop fabrication but before shipping of materials. Provide photographs as necessary to show all exposed surfaces. Photographs may be taken before or after application of thermal finish to surfaces.
- K. Mock-Ups: Following approval of Pre-Mockup Photographs, construct at the earliest possible time and at approved location, before proceeding with work and after Engineer's approval of submitted samples. Submit proposed locations for typical field samples/mockups, and receive approval of locations prior to construction of field samples. Mock-up shall be per Contract Drawings unless otherwise directed, using materials, setting bed, pattern and joint treatment. The field mock-up/sample must be approved by the Engineer before the actual work may proceed. If necessary remove and reconstruct field sample until approved. Accepted mock-up establishes minimum standard of quality and workmanship for granite masonry work of this

section. Demolish and remove field sample at a time approved by Engineer when no longer required to serve as standard of work. Mock-up may be incorporated as part of work if conforming to the specified requirements, and if accepted by the Engineer. Provide and construct mock-ups as follows:

1. Granite Curb: minimum 4 linear feet
2. Beveled Granite Coping With Integral Bike Channel: minimum 4 linear feet
3. Granite Coping: minimum 4 linear feet, in combination with adjacent Granite Veneer
4. Granite Veneer: minimum 10 square feet, in combination with Granite Coping at Veneer Wall
5. Granite Stair Treads: minimum 3 steps, 9 linear feet total, in combination with Beveled Granite Coping With Integral Bike Channel.

L. Delivery, Storage, and Handling

1. Protect, store, and handle stone materials as recommended by stonework fabricating company in addition to requirements specified herein.
2. Properly crate and band stone units for shipment receiving at job site. Crating of stone and packaging accessory item shall be respective and related to the conditions for installation.
3. Handle each stone material type to prevent chipping, breakage, soiling, or other damage. Do not use pinch or wrecking bars without protecting edges of stone with wood or other rigid materials.
4. Store stone materials on wood skids or pallets, covered with non-staining, waterproof membrane. Place and stack skids and stone to distribute weight evenly and to prevent breakage or cracking of stone. Protect stone from detrimental weather conditions with waterproof, non-staining covers or enclosures, but allow air to circulate around stone during extended period of storage.

M. Environmental Requirements

Protect mortar materials and stone accessories from weather, moisture, and contamination with earth and other foreign materials. Do not use mortar materials to install stone when the temperature is below 4 degrees Celsius (40 degrees Fahrenheit). When exposed during construction activities, protect partially completed stonework against weather when work is not in progress. Cover top of uncompleted work sections with strong, waterproof, non-staining membrane extending down both sides of walls and anchor securely in place.

9.95G.5. METHODS.

- A. Preparation: Verify all measurements and dimensions and coordinate the installation of support structures for this work. Coordinate and schedule stonework fabrications and installations with the work of other related trades and separate contracts. Give particular attention to the location and size of cutouts required to accommodate mechanical, electrical, and other work or adjoining construction.

Verify that surface of foundation has suitably roughened texture to receive setting mortar.

Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

Protection: Protect contact of exposed surfaces from contact with mortar materials. Apply protective, removable wax coating to stone surface if adhesive, mortar, epoxy adhesive or any other setting material would stain the stone. Wax shall be applied carefully to prevent contact with surfaces to be joined. Wax shall be steam-cleaned off after work is completed.

- B. Installation: Do not use stone units with chips, cracks, voids, stains, or other defects that might be visible in the finished work. If installed, remove and replace with units meeting specification requirements and approval of the Engineer.

Execute work by skilled mechanics and employ skilled stone fitters/cutters at site for necessary field cutting, as stone is set. Clean stone (especially edges) before setting.

Set stone in accordance with Contract Drawings and final approved shop drawings. Provide anchors, supports, fasteners, and other attachments shown, or necessary to secure stone in place. Shim and adjust accessories as required for proper and correct setting of stone. Completely fill holes, slots and other sinkages for anchors, dowels, fasteners and supports with epoxy material as applicable to conditions during setting of stone. Provide compressible filler in dowel holes as necessary to insure that stone units do not bear on dowels such that may cause cracking.

Setting Surfaces, General: Before starting the installation, the concrete slab, structural concrete, and all other surfaces to contact mortar materials shall be cleaned to remove soil and loose mortar. Dry or dusty concrete surfaces shall be wet down or washed and excess water removed just prior to the application of setting bed. Immediately prior to placing the mortar, apply a slurry bond coat of approved setting adhesive to all surfaces to contact mortar materials. The mortar bedding course shall be placed, screeded and shaped upon the concrete base, its finished depth shall be as shown on the detail drawings and at correct depth to achieve required grades. The bedding shall be shaped to a true surface parallel with the seating surface of the elements. The surface shall be formed by means of template or striking board (12' X 2" X 6" board). The bed shall then be struck off until proper alignment is secured. The area of bedding placed in any workday shall be scheduled so that no bedding course remains at the end of the day without stone installed. After final shaping, the bedding course shall not be disturbed prior to laying the stone.

Stone Setting, General: Clean stones thoroughly before setting and set stones before initial mortar set occurs. Do not set stone on dry mortar bed. For all stone installation except stone veneer, apply slurry bond coat of approved Setting Adhesive to all surfaces that will come into contact with mortar. Care should be taken to prevent contact of Setting Adhesive with any surface of stone to be exposed. Do not apply slurry bond coat near exposed face of stone to any portion of stone that will contact grout.

For monolithic stone installation, including stair treads, lighting piers, curb, curbwall and copings, apply slurry bond coat and set stone unit in wet setting bed, providing supports as necessary to achieve accurate grades. Set stones with anchor dowels in full bed of mortar with back-up spaces and vertical joints slushed full, unless otherwise indicated. Stone surface shall be beaten with a wooden block as necessary to embed units in the mortar. Rake out joints for grouting before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

For veneer installation, stone units shall be laid up in lifts and concrete shall be poured behind the stone units. Prior to veneer installation, hooked anchor dowels shall be installed in veneer

stone units, at spacing as indicated on drawings. Hooked dowels shall be embedded in drilled holes to depth as indicated on drawings and secured with epoxy grout per grout manufacturer instructions.

Set veneer stone units in full bed of mortar with full head joints unless otherwise indicated. Rake out joints for pointing with grout before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides. Concrete shall be poured in lifts behind veneer units, without damage to joint material. Concrete liquid shall not be allowed to seep through the veneer joints.

For all granite installation, grout joints shall be installed with approved color and type of epoxy grout material in accordance with manufacturer instructions. Grout joints as soon as possible after initial set of setting bed. Employ all methods necessary to prevent dirt or other debris to enter ungrouted joints. If dirt or debris of any kind enters ungrouted joints despite these measures, clean joints completely according to grout manufacturer requirements before proceeding to grout installation. Force grout into joints, taking care not to smear grout on adjoining exposed stone surfaces. Compact each layer thoroughly and allow to it become thumbprint hard before applying next layer. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce slightly concave profile. Cure grout as recommended by manufacturer.

Caulk/Expansion Joints: Provide caulk (sealant) joints when meeting adjacent vertical elements, at expansion joints, where shown on Contract Drawings, and where required to prevent stone cracking. Keep sealant joints free of dirt, debris, mortar, and other rigid materials. Caulk joints shall be finished cleanly per approved sample installation, with slightly concave section. Joints shall be one-quarter (3/8") inch in width unless otherwise specified on the Contract Drawings. Expansion joints shall be filled with specified joint filler to within 3/4" of the surface. All caulk and expansion joints shall then be filled with sealant over a backer rod. Sealant to be of the approved color or other color as directed by the Engineer. Prepare joints and apply sealants of type and at locations indicated to comply with applicable requirements of the sealant manufacturer's instructions.

Include all field cutting, drilling, and fitting of stonework not performed in the shop and required to accommodate the work of other trades or contracts. In cutting and fitting, carefully cut and grind edges to a neat tight fit. Do cutting in such manner so as not to impair strength or appearance of stone.

Use physical templates for all cutting and drilling and obtain required templates from appropriate trades.

C. Erection Tolerances:

Variation from true horizontal alignment or curvature: Do not exceed 1/8".

Variation from Plumb for lines and surfaces of walls and arises: Do not exceed 1/8" in 10'.

Variation from Level, Slope, and Grade: For grades, slopes, level conditions, and other conspicuous lines indicated, surfaces shall be true to grade, slope, and line indicated within 1/8" in any 20'.

Variation in Cross-Sectional Dimensions: For thickness of walls and other conditions from dimensions shown, do not exceed minus 1/8", nor plus 1/8".

Offset at Joints: Do not exceed plus or minus 1/16".

Tolerances shall not be accumulative.

- D. Protection: Prevent materials used for installing work of this Section from staining or damaging the exposed surfaces of stone units or the exposed surfaces of the adjoining construction. Immediately remove mortar, grout, wax, or other detrimental materials from exposed surfaces of stone or adjoining construction. After installation, protect stonework from damage during subsequent construction activities.
- E. Cleaning and Repairing: At completion of Work, replace defective, broken, or damaged stone units installed as work of this Section. Unfilled or defective joints shall be properly repaired. After completion of any repair work, clean exposed surfaces of all stone units installed as work of this Section with clean water and stiff fiber brushes until all dirt, stains, efflorescence, mortar, and other defacements are removed. Use cleaner and procedures recommended by stone quarry and stone fabricating company. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning operations.

9.95G.6. MEASUREMENT.

The quantity to be measured for payment shall be:

- F. GRANITE COPING: The quantity to be measured for payment hereunder shall be the number of LINEAR FEET of GRANITE COPING installed on site, as measured along the path of travel of the bicycle, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of cross-sectional shape, slope, thickness, depth or width. Special transition units at corners and ends shall be counted as standard units.
- G. BEVELED GRANITE COPING WITH INTEGRAL BIKE CHANNEL: The quantity to be measured for payment hereunder shall be the number of LINEAR FEET of BEVELED GRANITE COPING WITH INTEGRAL BIKE CHANNEL installed on site, as measured along the path of travel of the bicycle, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of cross-sectional shape, slope, thickness, depth or width of bike channel section. Special transition units at top and bottom of bike channel runs shall be counted as standard units.
- H. GRANITE FLUSH COPING: The quantity to be measured for payment hereunder shall be the number of LINEAR FEET of GRANITE FLUSH COPING installed on the site, as measured in place, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of whether sloped, horizontal, or a combination of sloped and horizontal.
- I. GRANITE CURBWALL: The quantity to be measured for payment hereunder shall be the number of CUBIC FEET of GRANITE CURBWALL installed on the site, as measured in place, to the satisfaction of the Engineer, in accordance with the Contract Drawings.
- J. GRANITE LIGHTING PIERS: The quantity to be measured for payment hereunder shall be the number of CUBIC FEET of GRANITE LIGHTING PIERS installed on the site, as measured in place, to the satisfaction of the Engineer, in accordance with the Contract Drawings. The volume of the core drilled interior shall not be deducted from the C.F. quantity.
- K. GRANITE STAIR TREADS: The quantity to be measured for payment hereunder shall be the number of LINEAR FEET of GRANITE STAIR TREADS as measured along the nose of the tread actually installed at the site, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of cross-sectional shape, thickness, depth or width of tread section.

- L. GRANITE VENEER: The quantity to be measured for payment hereunder shall be the number of SQUARE FEET of GRANITE VENEER actually installed on vertical face of wall, irrespective of shape, thickness or size of veneer, as indicated on the Contract Drawings, to the satisfaction of the Engineer.

9.95G.7. PRICES TO COVER.

- A. The contract price per LINEAR FOOT of GRANITE COPING, BEVELED GRANITE COPING WITH INTEGRAL BIKE CHANNEL, GRANITE FLUSH COPING, and GRANITE STAIR TREADS shall cover that cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.
- B. The contract price per CUBIC FOOT for GRANITE CURBWALL and GRANITE LIGHTING PIERS shall cover that cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.
- C. The contract price per SQUARE FOOT for GRANITE VENEER shall cover that cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.95 GC	GRANITE COPING	L.F.
9.95 GCBC	BEVELED GRANITE COPING WITH INTEGRAL BIKE CHANNEL	L.F.
9.95 GCF	GRANITE FLUSH COPING	L.F.
9.95 GCB	GRANITE CURBWALL	C.F.
9.95 GP	GRANITE LIGHTING PIERS	C.F.
9.95 GST	GRANITE STAIR TREADS	L.F.
9.95 GV	GRANITE VENEER	S.F.

SECTION HW-900H - Allowance for City Work Acceleration

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Commissioner to accelerate the City work items in the project during critical periods but the use of this item will expire on the original contract substantial completion date. Such accelerated City work includes:

- A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which shall be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,
- B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,
- C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner that result in additional costs to perform contract work as specified.

Such accelerated City work shall be paid for under this item in accordance with the requirements of **Articles 25 and 26** of the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Commissioner.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any accelerated work performed by the Contractor, as directed by DDC's Commissioner.

Payment will be made under:

Item No.	Item	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

S - PAGES

GENERAL AND SPECIAL PROVISIONS:

- (A) GENERAL PROVISIONS
 - (B) HIGHWAY PROJECT SPECIFIC PROVISIONS
 - (C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS
 - (D) GREEN INFRASTRUCTURE PROVISIONS
-

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT WILL APPLY TO AND BECOME PART OF THE CONTRACT.

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(NO TEXT)

(A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor must furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor will be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor must check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor must perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, Office of Construction Mitigation and Coordination (OCMC) Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision will be final.

The Contractor must plan and schedule the work in order to accommodate all special events listed in the NYCDOT Special Events Annual Calendars. The calendars are available at the following link:

https://nycdot.sharepoint.com/:f/s/publicshare/Ei2XN4G99_JFkdrtd_cJ0QBtSPR2xhVrApcqAs1KS_LpeA?e=j276PF

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, will be deemed included in the prices bid for all scheduled items..

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo will be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below* which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below** between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by Section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

* Please note that this embargo only applies to NYCDOT construction permits.

**** List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>**

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following will pertain to all contract items that have backfill as a part of their work: Backfilling will comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor will plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices will include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor will be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes will be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, will become the property of the Contractor and will be properly disposed of away from the site, at the Contractor's expense. Contaminated material will be disposed of separately in accordance with contract requirements.

G. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor must notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor will hand excavate per Item 8.02 AB-S, 8.02 A and 8.02 B (as applicable), at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor will be required to remove all form work. In planting strip areas, the Contractor will be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor will also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying binder mixture (Item 4.02 CA or as applicable) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work must be performed to the satisfaction of the Engineer.

K. FLAGGERS. 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 will mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively.

L. FUEL COST. 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.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land, the Contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the Contractor must notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the Contractor's responsibility to coordinate with Parks via email at interagency@parks.nyc.gov to establish whether Construction Permits are required for the contract scope of work.

3. The Contractor will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The Contractor must obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks' jurisdiction. The Construction Permit application is found online at <https://www.nycgovparks.org/permits/construction>.

5. When no Construction Permit is required, the contractor must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The Contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the Contractor to restore and repair.

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications (DOITT) at <http://maps.nyc.gov/doitt/nycitymap/>. However, the map is not exhaustive, and Contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The Contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue work until the service is restored, unless otherwise directed by the Engineer. All corrective utility work will be acceptable to the engineer and the subject utility owner.

11. If any utility service or connection of unknown ownership is encountered during construction which appears to enter or serve Parkland, Contractor must contact Parks at interagency@parks.nyc.gov to inquire if Parks is the owner of such utility.

N. **START OF CONTRACT WORK.** The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. **STANDARD WORKING HOURS:** In absence of OCMC Traffic Stipulations, Section 1.06.23 (P) of NYC DOT STANDARD HIGHWAY SPECIFICATIONS regarding standard working hours is to be followed is to be followed. Work performed outside the standard working hours must be pre-approved by NYC DDC.

P. **TREE BARRIERS.** The Contractor will furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers will be Type B, unless otherwise directed by the Engineer, and will 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.

Price of the tree barriers must be included in the in the unit prices bid for all scheduled items.

Q. **UTILITIES.** 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.

R. **HOUSE CONNECTIONS.** All existing house connections will be maintained and supported during construction. The Contractor will 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.

S. **STREET LIGHT AND TRAFFIC SIGNAL.** The Contractor is responsible for any damage to the existing street lighting 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 will be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications and City of New York DOT System Engineering Specifications (dated November 2013) 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 Bjorn Seedan or James Celentano, New York City Department of Transportation at (212) 839-3790.

T. **SAW CUT.** 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.

U. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the Contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the Contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

V. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exist sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor maybe restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor will make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair will be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

W. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes will be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer will be deemed included in the prices bid for all items of work. No additional payment will be made.

***[ARTICLE "X" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING
ITEM NO. 76.31 IS IN THE BID SCHEDULE]***

X. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

Y. CITY ASSETS. 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 will be replaced in kind and as directed by the Engineer. The cost of such work will be deemed included in the prices bid for all items of work under this contract.

[ARTICLE "Z" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER]

Z. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for Substantial Completion for each Capital Project under Article 44 of the Contract, the Contractor will furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor will prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings will be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor will prepare the "As-Built" drawings on AutoCAD and will provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD's and the plotted Mylar's will conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar will be 3-mil in thickness.

2. The "As-Built" drawings will include but not be limited to the following guidelines summarized below:

(a) Drawings will consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing will contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.

(c) The drawings will include:

- street name and crossing street(s) or distance from;
- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- "new" curb lines and widths;
- water main center line measured off the "new" curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used will be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;
- complete details of all outlet piping roundabouts;
- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;
- location of all cathodic protection stations;

- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting "As-Built" approved drawings will be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AA. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction will be replaced in kind to the satisfaction of the Engineer. The cost of such work will be deemed included in the prices bid for all contract items of work and no additional or separate payment will be made.

AB. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor will exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor's operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design will be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work will be deemed included in the price bid for all items of work under this contract.

AC. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist will be notified in advance and will be present on site during sub-surface excavations as deemed necessary. The City's Archaeologist will be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered.

For the purpose of evaluating and recording archaeological resources, the City's Archaeologist will be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) will be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery

will stop immediately and the location will be immediately secured and protected from damage and disturbance.

2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.

4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it will be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AD. USE OF CITY WATER. Please refer to NYCDOT STANDARD HIGHWAY SPECIFICATIONS (May 16, 2022), Sub Section 1.06.23 (A), Rules, Laws, and Requirements, for use of City water.

AE. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data will not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential will not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor will provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor will not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous

sentence will not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor will restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents will notify the Commissioner, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.

At the request of the Commissioner, the Contractor will return to the Commissioner any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor will notify the Commissioner in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor will confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information will be maintained in accordance with the requirements set forth in the Contract Documents.

AF. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

(B)HIGHWAY PROJECT SPECIFIC PROVISIONS

1. SPECIFIC TRAFFIC STIPULATIONS: Under this contract, the Contractor must perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications.
2. SPECIAL EVENTS. Where the Contractor is notified of a Special Unscheduled Event, such as a civic parade or other official activity, party, etc., then the Holiday Embargo restrictions under Article C, above, shall apply. Temporary restoration of the streets and sidewalks and subsequent removal, if required, for those Special Unscheduled Event periods will be paid for under the appropriate scheduled items 4.02 CB and 6.02 AAN and the Contractor will be granted an extension of time, for the completion of the work, equal to the duration of the ordered shutdown.
3. THE CONTRACTOR IS NOTIFIED that should human remains be encountered during the course of work, the work must be stopped immediately pending the Office of Chief Medical Examiner and the New York Police Department notification and review.
4. PROTECTION OF DRAINAGE STRUCTURES
 - (A) Provide sandbag to all curb cuts at all green infrastructure assets.
 - (B) Install a 3' high barrier around all adjacent and downstream bioswales and wrap a silt fence around the perimeter of the bioswale. For bioswales with trees, provide a 6 feet high barrier with silt fence or as directed by the Engineer.
 - (C) Install sediment control at all adjacent and downstream catch basins.
5. Item 6.44 - The NYC DOT Standard Specifications Section 6.44.3(F) entire text is modified herein as following:

Preformed reflectorized pavement markings from NYSDOT Approved List 727-04 may be used for all pavement marking restorations, at no extra cost.

6. TRAFFIC FACILITIES WORK. All materials required for traffic facilities work shall be furnished by the Contractor unless otherwise directed.
All electrical work related to traffic signals shall be performed only by a licensed electrician registered with the Department of Buildings. The Contractor must furnish to the Engineer the name of the licensee and his license number prior to the performance of any traffic facilities work.
7. DISPOSAL OF EXCESS EXCAVATED MATERIAL. Unless otherwise specified, all excess excavated material shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.
8. CLEANING OF DRAINAGE STRUCTURES. The Contractor must be required to keep all existing drainage structures within the work area clean and operable at all times. Should the Contractor let debris enter any drainage structure as a result of his operations, he shall be required to immediately clean that drainage structure at his own expense. All other drainage structures requiring cleaning shall be referred to the Department of Environmental Protection.
9. OCMC TRAFFIC STIPULATIONS – ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW
The crosswalk assistance work listed in the referred article is to be performed by crossing guards, not pedestrian managers or flaggers.

10. **UNPIGMENTED CONCRETE** – All concrete including structural concrete and concrete in pavement shall be unpigmented unless otherwise specified on contract drawings.

11. **UNDERPINNING** – The contractor is hereby notified that the Underpinning may be required for this project and is subject to the findings of test pits. All work to be performed for the completion of the added scope will be in compliance with the **SECTION 9.60 UNDERPINNING** which is included in the I Pages.

12. **VALUE ENGINEERING CHANGE PROPOSAL (VECP):**

A. Purpose and Scope. The purpose of a Value Engineering Change Proposal (VECP) is to encourage the use of the Contractor's ingenuity and experience in arriving at alternative construction designs, methods, and procedures that result in a lower direct cost to accomplish a contract requirement. It is the intent of this provision to share with the Contractor any substantial direct cost savings which may be generated as a result of a VECP offered by the Contractor and approved by the Engineer. A VECP is a Contractor-initiated change request. If approved, the changes and payments will be authorized through the change order process. Before a VECP can be implemented, it must pass through three approval processes: conceptual approval, formal approval, and change order approval. To expedite the review process, the Contractor has the option of jointly submitting the conceptual VECP and the formal VECP for simultaneous review. If the VECP receives formal approval, as part of the change order process the Contractor may request that the Engineer consider granting advanced authorization of extra work.

The VECP should produce direct cost savings to the City and the public without, in the sole judgment of the Engineer, impairing essential functions and characteristics of the facility including but not limited to service life, economy of operation, ease of maintenance, desired appearance, and safety. The Contractor, when developing a VECP, shall address the designer's objectives, environmental permit requirements and regulations, commitments made to the public to mitigate the impact of construction, and other such concerns.

The "direct cost savings" is the difference of the "construction savings" generated by implementing the VECP minus reasonable "design costs" associated with the VECP. The "construction savings" is the difference between what it would cost to complete all the contract work without implementing the VECP and the cost to complete all the contract work if the VECP is implemented. This includes any changes to quantities or unit prices across the entire contract if affected by the VECP. If the estimated cost to complete all the contract work without implementing the VECP differs from the contract bid amount for the work, supporting documentation to explain the variance shall be provided. Reimbursable "design costs" are specific to engineering changes (examples: design changes, plan sheet revisions, and quantity estimating). Expenditures toward proposal preparation (examples: scheduling, documentation, cost analysis, material research, etc.) are not reimbursable.

Indirect cost savings (time, user delay, railroad force account costs, inspection costs, etc.), although considered when reviewing the merits of the VECP, are not reimbursed. A VECP may alter the progress schedule and milestone dates, which in turn could affect time-related contract provisions.

Proposals that reduce the time to complete the contract, and only result in indirect cost savings, may be accepted based on the mutual benefit derived. These proposals will be evaluated in accordance with sub-provision **F. Time Savings**, below.

B. Submittal of Conceptual VECP. A conceptual proposal is required for all VECP. It should outline the general technical concepts associated with the VECP and the estimated direct cost savings which may result. Upon review by the Engineer, one of the following actions will be taken:

- Conceptual approval and a request for the Contractor to submit a formal VECP.

- Request for additional information.
- Rejection of the VECP.

The Contractor shall submit an original and three copies of the conceptual VECP to the Engineer along with any additional information requested by the Engineer. The conceptual VECP should contain sufficient information for concept review and evaluation, including the following as a minimum:

1. Conceptual VECP Summary. A summary of the VECP identified as "Conceptual VECP" which includes:
 - a. Short title (description) of the VECP (10 or less words).
 - b. Contract information (Contract ID number, contract description, contractor).
 - c. Original total contract bid price.
 - d. Estimated contract cost. This may be different from the original total contract bid price due to addition or alteration of work (i.e., the estimated cost to complete the work if the VECP is not implemented). The Engineer must concur with the estimated contract cost.
 - e. Estimated contract cost if the VECP is implemented (excludes VECP design cost and any VECP construction savings reimbursement).
 - f. Estimated VECP construction savings (Item d. minus Item e.).
 - g. Estimated VECP design cost (Not all VECP will have design cost).
 - h. Estimated direct cost savings due to the VECP (Item f. minus Item g.).
 - i. Fifty percent of the estimated direct cost savings (This should equal the overall savings to the City).
 - j. Estimated total adjusted contract cost if VECP is implemented (includes VECP savings and design cost reimbursements).
 - k. The type of VECP (either "Cost Savings" or "Time Savings Only").
 - l. Date by which the authorization of extra work (change order) must be granted.
 - m. Identification of any new or existing contract pay items requiring agreed prices.
 - n. Identification of any materials with long lead times (to order, fabricate, deliver, etc.) that may require purchase authorization from the Engineer prior to formal approval/disapproval of the VECP, or may delay the implementation of the VECP. Identify any date by which authorization to order these materials must be received without affecting the progress schedule.
 - o. A basic description of the VECP and associated benefits and impacts (progress schedule, environmental, maintenance & protection of traffic, quality, etc.).
2. Conceptual Plans. Conceptual plan drawings.
3. Design Criteria. If the VECP proposes design changes, supporting technical design criteria shall be provided.
4. Schedules.
 - a. The most recently approved baseline progress schedule.
 - b. The most recently approved construction progress schedule update.
 - c. A draft, proposed, revised progress schedule illustrating the impacts of the VECP. The schedule shall identify: (1) the time required to develop a formal VECP; (2) the time required to order, fabricate, and deliver materials with long lead times; (3) the time required to obtain any environmental permits or other required approvals; (4) any anticipated progress schedule changes (contract completion date, milestone dates, task durations, etc.); (5) the latest date by which authorization of the VECP extra work must be granted without affecting the schedule.
The draft progress schedule should provide a sufficient level of detail upon which the reasonableness of the VECP can be determined.

Should the Engineer find that insufficient time is available for review and processing, it may reject the VECP solely on such basis. If the Engineer fails to respond to the VECP by the date specified, the Contractor will consider the VECP rejected and will have no basis for a dispute against the City as a result thereof. The Engineer may accept a VECP that requires a contract time extension if sufficient cost savings are anticipated.

5. Estimate of costs. The conceptual VECP estimate of costs should include sufficient information to determine the reasonableness of the VECP. If the proposal requires the ordering of materials, the Contractor needs to provide documentation from the suppliers to justify the cost of the materials.
6. Previous Use or Testing. A description of any previous use or testing of the VECP on another City contract or elsewhere, the conditions and results therewith. The Contractor shall submit the technical aspects of the VECP in sufficient detail so the Engineer can determine the suitability of the VECP from an engineering perspective. If the technology is new, test information shall be provided to the Engineer's satisfaction. If a similar VECP was previously submitted on another City contract, indicate the date, contract number, and the action taken by the City.

C. Submittal of Formal VECP. Upon notification by the Engineer that the conceptual VECP is approved and a formal VECP is necessary, the Contractor will submit to the Engineer an original and three copies of the following materials and information for each formal VECP along with any additional information requested by the Engineer:

1. Formal VECP Summary. A summary of the VECP, identified as "Formal VECP", which follows the conceptual VECP summary format and information requirements (Information and estimates may have changed since the conceptual VECP).
2. Complete Plans and Specifications. Complete plans and specifications, which meet City standards, showing the proposed changes relative to the original contract features and requirements. The City requires a Professional Engineer's stamp and signature on any significant engineering changes.
3. Field Change Sheets. Field change sheets and/or shop drawings. If the VECP results in a field change, and those items affected require the submission of shop drawings, the shop drawings will not be accepted unless accompanied by corresponding field change sheets.

Documents shall be developed in compliance with City requirements. The City requires a Professional Engineer's stamp and signature on any significant engineering changes.

4. Schedules. The same information requirements as for the conceptual VECP apply, except that a formal, proposed, revised progress schedule is required.
5. Cost Analysis. A complete cost analysis indicating quantity changes, unit price changes, and new contract pay items. As a minimum it shall include:
 - a. An itemized comparison of estimated costs to complete all the contract work with implementing the VECP and without implementing the VECP.
 - b. Proposed unit prices for any new contract pay items introduced by the VECP and appropriate documentation for review under the Agreed Price process.
 - c. Proposed unit prices for any existing contract pay items for which agreed prices are sought due to a significant change in character of work (quantity or complexity). Appropriate documentation for review under the Agreed Price process is required.
 - d. The cost of any items with long lead times (e.g., materials ordered) required after conceptual approval and before final approval shall be identified.

6. Differences. Full descriptions of the difference between the existing contract requirements and the proposed changes, and the comparative advantages and disadvantages of each, including considerations of service life, economy of operation, ease of maintenance, traffic flow, safety, desired appearance, progress schedule, and any increase/reduction of environmental impacts.
7. Technical Presentation. The Contractor may be required to conduct a technical presentation as part of the review process.
8. Cost Documentation. All formal VECP costs submitted shall be supported by documentation as required by Article 26 of the Standard Construction Contract.

The Engineer will not formally approve any VECP until all required VECP documentation has been submitted and is acceptable to the Engineer.

A formal VECP may be submitted concurrently with the conceptual VECP, however, the Contractor assumes any costs associated with the formal VECP at its own risk. Reimbursable costs will be considered only if the conceptual VECP is approved. Clearly identify whether a VECP is being submitted for conceptual approval, formal approval, or both.

Once a formal VECP has been approved, the VECP will then be submitted as a change order and processed accordingly. The Contractor is responsible for submitting all appropriate information to the Engineer in a timely manner.

D. Conditions. The Contractor shall not base any bid prices on the anticipated approval of a VECP and should recognize that any VECP may be rejected. The following terms and conditions apply to VECP:

1. A VECP will only be considered after the contract is awarded.
2. A VECP applies only to the contract for which it was submitted. One VECP shall not be submitted for multiple contracts. Approval or disapproval of a VECP on one contract does not guarantee approval or disapproval on another contract.
3. The VECP becomes the property of the City and will contain no restrictions imposed by the Contractor on its use or disclosure. The City will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the VECP. The City retains the right to utilize any accepted or rejected VECP or part thereof on any other project without any obligation to the Contractor.
4. Approval of the conceptual VECP in no way obligates the Engineer to approve the formal VECP. The Contractor will have no claim against the City as a result of the rejection of any such conceptual or formal VECP except as otherwise provided in **Sub-Provision E.4**, below.
5. When the Engineer is in the process of making design and specification revisions and a Contractor submits a VECP with similar revisions, the Engineer will reject the VECP and proceed without any obligation to the Contractor.
6. A VECP will be considered only if reasonable, cost-effective options are not provided in the contract documents.
7. The Engineer will be the sole judge as to whether a VECP qualifies for consideration and evaluation. It may reject any VECP that requires excessive time or costs for design review, evaluation, and/or investigations. The Engineer will be the sole judge in determining if the proposed VECP will result in a sufficient amount of direct or indirect cost savings to offset the City's effort to review the VECP.

8. A VECP shall be consistent with DDC's design policies and basic design criteria, provide the same service life or more, facilitate economy of operations, ease of maintenance, and achieve the desired appearance and safety.
9. A VECP will not be allowed that changes the type and/or thickness of the pavement structure and material, or solely substitutes one material for another. Examples of materials that may fall into this inappropriate substitution situation are drainage pipes, coatings, pavement markings, etc. The simple elimination of work does not necessarily constitute a VECP, however, a VECP which introduces a simple material substitution, or elimination of work, may be considered if it is accompanied by a design change or change in the construction method. A simple material substitution which introduces a new material to the DDC may be also considered.
10. The VECP will not be experimental in nature, but will have been proven to the Engineer's satisfaction under similar or acceptable conditions on another City contract or at another location acceptable to the Engineer.
11. If the Engineer requires any additional information to evaluate the VECP, this information shall be provided in a timely manner. Unless otherwise mutually agreed upon, failure to do so will result in the rejection of the VECP. An incomplete or a poor quality VECP which hinders the Engineer's review may also result in the rejection of the VECP.
12. The Contractor shall encourage submissions of VECP from an approved subcontractor, provided that reimbursement is made by the City to the Contractor and that the terms of payment to the Subcontractor are satisfactorily negotiated and accepted before the VECP is submitted to the Engineer. Subcontractors may not submit a VECP except through the Contractor.
13. A VECP approved by the Engineer is considered to be a revision to the contract documents and progress schedule. Consequently, if unsatisfactory results are being achieved or adjustments are necessary during implementation of a VECP, the rejection of work, removal of work, addition of work, or revision of work shall be evaluated in accordance with the Contract requirements.
14. All contract pay items and quantities referenced in the VECP construction savings analysis shall be Engineer-approved contract provisions. Any extra work, inclusion of an omission of work, or other field changes shall be authorized prior to use in VECP savings calculations.
15. No work related to a VECP will be performed under allowance items. Agreed prices must be reached for any contract pay items related to the VECP before the VECP is approved. If the Contractor is deemed to have taken reasonable diligence in determining the work involved but if during the construction of VECP work a significant change in the character of work occurs, the Engineer may consider new agreed prices.
16. The Contractor will receive written notification from the Engineer when the VECP is approved. Material orders placed prior to VECP approval shall be submitted at the Contractor's risk.
17. Once a VECP has been approved, the VECP will then be submitted as a change order and processed accordingly. The Contractor is responsible for submitting all appropriate information to the Engineer in a timely manner.

E. Payment. If the VECP is accepted by the Engineer, the changes and payments will be authorized through a change order. Reimbursement to the Contractor will be made as follows:

1. A VECP introduces two individual payments, one for VECP construction savings, and one for VECP design cost. The contract pay item changes along with the VECP construction savings and design cost reimbursements to the Contractor should be submitted in one change order.
2. The City will pay to the Contractor 50% of the VECP construction savings. The VECP construction savings is the difference between the actual contract costs with the VECP implemented and a detailed estimate of what it would have cost to complete the contract work without implementing the VECP, based on final construction. If final construction savings differs from the amount estimated in the formal VECP, an adjustment may be made and included in another change order. The VECP construction savings reimbursement to the Contractor will not be paid until the VECP work has been completed (progress payments on the completed VECP work are allowed). The Engineer may withhold all or a portion of the payment for the Contractor's share of the VECP construction savings until the final contract accounting. In the event that at final contract accountings the implementation of VECP actually results in no construction savings, then the Contractor will receive no VECP construction savings payment.

The Engineer is the sole judge in deciding the construction savings due to the implementation of the VECP. The Engineer will withhold VECP construction savings reimbursement until the Contractor supplies all required VECP documents.

3. If a design cost is submitted for a VECP, the City will pay to the Contractor a 50% share of the Contractor's reasonable cost for design incurred after conceptual VECP approval. If the design cost submitted for the Engineer's approval is deemed unreasonable, only 50% of the design cost deemed to be reasonable will be reimbursed. Not every VECP will have a design cost associated with it. The Engineer is the sole judge in determining the reasonableness of the design cost. Reimbursable design costs are for engineering changes. Preparation and submission of the proposal (e.g., savings analysis, progress scheduling, etc.) are not considered design costs and are not reimbursable. Reimbursable VECP design may be performed by a consultant or directly by the Contractor. The Contractor shall not be charged for, nor can the Contractor claim, any VECP design performed by the City.

The design cost shall be submitted as a lump sum item with supporting documentation. The supporting documentation shall include itemized direct salary costs (rates & hours), overhead (only for consultant design), and direct non-salary costs. Payment for direct salary costs and overhead will be limited to the current City reimbursement policies for Consultant Engineering agreements.

For consultant design, reasonable overhead on the direct technical salaries will be reimbursed. For Contractor design, overhead is not reimbursable for direct salary costs.

Overhead shall not be charged for direct non-salary costs whether incurred by the Contractor or by a consultant. Payment for direct non-salary costs will be made at actual cost paid. Although for certain direct non-salary costs (lodging, meals, mileage) the rates must meet the requirements of Comptroller's Directive 6.

The subtotal of direct salary costs, overhead, and direct non-salary costs shall be considered a "professional service fee" and reimbursed in accordance with §109-05B.3. Service Charges. A maximum 5% for the Contractor's contract supervision and overhead is allowed, in addition to any overhead submitted for consultant direct salary costs. All design costs are subject to audit.

Additional supporting documentation (receipts, time sheets, etc.) shall be supplied in a timely manner if requested by the Engineer.

In the case of a formal VECP being jointly submitted with the conceptual VECP, the City will pay to the Contractor a 50% share of the Contractor's reasonable cost for design specific to the development of the formal VECP (nothing toward the conceptual VECP) if the conceptual VECP is approved.

4. In the event of the Engineer's conceptual approval of a direct cost savings VECP, and the Contractor is directed to proceed with the VECP implementation steps and final approval is not reached, regardless of whether due to the actions of the City or the Contractor, 50% of the total reasonable design costs will still be reimbursed to the Contractor. If "advance" written approval was given to proceed with the work, procure materials, and begin fabrication; and rejection occurs, the work and fabrication costs will be reimbursed in accordance with the Standard Construction Contract. Only those materials not incorporated and unique to the contract (i.e., not restockable) will be evaluated for payment.
5. There will be no reimbursement for any costs incurred for the conceptual VECP or prior preparations.
6. If more than one VECP is approved for a contract, construction savings and design costs shall be tracked separately for each VECP.
7. When multiple submittals of information for a VECP are required to satisfy the information needs of the conceptual or formal VECP procedure, and contract timing will be negatively impacted before review and subsequent approval can be given by the Engineer, then the VECP may be rejected. In such cases, there will be no claim by the Contractor for design costs or loss of anticipated savings and/or profits.
8. VECP payments only involve direct savings or costs. Indirect savings or costs (time, user delay, contract delay, etc.) are not included in VECP payment calculations. The calculations of VECP payments are independent from the payments or penalties for contract time related issues.

If a VECP revises the progress schedule, the contract milestones upon which time related provisions are based may be affected. Time savings resulting from a VECP may be realized in a time related contract provision. Conversely, if a VECP negatively affects a progress schedule, time related contract provisions may be negatively affected.

F. Time Savings. The Engineer will consider proposals that result in time savings and at the same time may increase the cost of the contract. The Engineer will be the sole judge as to whether the benefits of completing the contract or a phase before the scheduled completion date or milestone offsets any increase in cost. These submittals, while not constituting a Value Engineering Change Proposal, will be reviewed using the VECP approval process. In addition to information required in **Sub-Provision B**, "Submittal of Conceptual VECP" above and **Sub-Provision C**, "Submittal of Formal VECP" above, the Contractor shall provide the Engineer the anticipated amount of time to be saved and sufficient information to enable the Engineer to calculate and evaluate the cost benefit of the savings in user delay. Time savings generated by the VECP may be claimed under an existing time related contract provision. If the time savings VECP increases the cost of the contract, the additional cost shall not be subtracted from any time related contract provision payments.

G. Significant Changes. Once a VECP is approved, any future significant change is no longer based on the original contract bid conditions (quantity, nature or kind of a material involved), but rather on the conditions as adjusted by the VECP (adjusted quantities, anticipated site conditions and materials, etc.).

All significant changes shall be agreed upon prior to formal VECP approval. If after formal VECP approval, an unforeseen change in the VECP work causes a significant change in the character of work, quantities and prices may be adjusted and the VECP savings shall be adjusted accordingly.

13. **ENVISION** - The contractor is hereby notified that the Envision shall be implemented in this project. All work to be performed for the completion of the added scope will be in compliance with the **SECTION 7.14 SUSTAINABLE CONSTRUCTION** which is included in the I Pages herein Volume 3 of 3.

14. **PROTECTION OF PRIVATE PROPERTY** - Prior to the start of work, the Contractor shall contact the owners of all buildings abutting the project for the purpose of obtaining access to said buildings. The Contractor shall make a complete interior and exterior videotaped survey of all said structures and any existing damage to the structures shall be noted. A copy of the video tape shall be presented to the Engineer for approval prior to commencing any work.

15. **DUST CONTROL** -

During the progress of the work under this contract, the Contractor shall be required to furnish and apply water and/or calcium chloride for the purpose of allaying dust conditions. Materials to be used, area to be covered, and time and rate of application shall be as directed by the Engineer.

Equipment used shall be capable of a uniform application over the surface to be covered. There will be no separate measurement or payment for this work but the cost thereof is deemed to be included in the other various items of work.

16. **PEDESTRIAN ACCESS FOR THE ADJACENT BUILDINGS** - Throughout all phases of construction, access to the adjacent building's egresses and fire exit must remain active. Please see the contract drawings for details.

17. **PRICES TO INCLUDE**. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

18. OCMC TRAFFIC STIPULATIONS



Department of Transportation

Ydanis Rodriguez, Commissioner

OCMC TRAFFIC STIPULATIONS

April 11, 2024

OCMC FILE NO: BXEC-20-002

CONTRACT NO: HWX006-01

PROJECT: RECONSTRUCTION OF HENWOOD PLACE STEP STREET, BRONX

PERMISSION IS HEREBY GRANTED TO **THE NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION (NYC DDC)** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE LOCATION(S) BELOW FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

- A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MAINTENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:
<https://www1.nyc.gov/html/dot/downloads/pdf/bike-mpt-guidelines.pdf>
- C. **BUS STOPS/BUS ROUTES** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS STOPS/BUS ROUTES. NYCT MUST APPROVE ANY PROPOSED IMPACT PRIOR TO THE PERMITTEE MOBILIZING.

BRONX	MICHAEL WALLIN (MICHAEL.WALLIN@NYCT.COM)
BROOKLYN	BRENNAN ORTIZ (BRENNAN.ORTIZ@NYCT.COM)
MANHATTAN	PHILIP SPEIDEL (PHILIP.SPEIDEL@NYCT.COM)
QUEENS	JIE LI (JIE.LI@NYCT.COM)
STATEN ISLAND	COLIN HARRINGTON (COLIN.HARRINGTON@NYCT.COM)

- D. **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.
- E. **BIKE SHARE STATIONS**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- F. **CITYBENCH**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT CITYBENCH@DOT.NYC.GOV PRIOR TO COMMENCING WORK.
- G. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE**: THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT GIUTILITY@DEP.NYC.GOV FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEP'S GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AT [HTTPS://WWW1.NYC.GOV/SITE/DEP/WATER/GREEN-INFRASTRUCTURE.PAGE](https://www1.nyc.gov/site/dep/water/green-infrastructure.page). PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT, OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.
- H. **PROTECTION OF NYC DEP PERMEABLE PAVEMENT**: THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP PERMEABLE PAVEMENT IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT GIUTILITY@DEP.NYC.GOV FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEP GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AVAILABLE AT [HTTPS://WWW1.NYC.GOV/SITE/DEP/WATER/GREEN-INFRASTRUCTURE.PAGE](https://www1.nyc.gov/site/dep/water/green-infrastructure.page). PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.
- I. **STREETLIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYC DOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street - 7th Floor, New York, NY 10041
 T: 212.839.9637 F: 212.839.8970
www.nyc.gov/dot

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- J. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- K. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYC DOT PARKING METER DIVISION AT 718 – 894 – 8651.
- L. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- M. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYC DOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- N. **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 PERMIT(S). 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.
- o PER SECTION 2-02 (C)(4) OF THE HIGHWAY RULES, PERMITTEES MUST AFFIX THEIR DEPARTMENT ISSUED FIVE-DIGIT IDENTIFICATION NUMBER USING A WATERPROOF LABEL OR STICKER ON ALL TEMPORARY SIGNS, INCLUDING BUT NOT LIMITED TO TEMPORARY CONSTRUCTION, RAISE PLOW, PARKING OR REGULATORY SIGNS. THE LETTERING MUST BE IN ARIAL FONT, BLACK INK, ¾ INCH IN HEIGHT AND WIDTH, PLACED AT THE LOWER RIGHT-HAND CORNER OF THE FRONT AND THE LOWER LEFT AND RIGHT-HAND CORNERS OF THE BACK OF THE SIGN. THE LABELS/STICKERS MUST BE VISIBLE/LEGIBLE AT ALL TIMES. PERMITTEE MUST REPLACE ANY WORN OR FADED LABELS/STICKERS.
- O. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYC DOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYC DOT WEBSITE AT: [HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

II. ENHANCED MITIGATIONS

- A. **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS.
- B. **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- C. **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

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III. MAINTENANCE AND PROTECTION OF TRAFFIC

LOCATION(S)	MAINTENANCE AND PROTECTION OF TRAFFIC
HENWOOD PLACE (STEP STREET) BETWEEN MORRIS AVENUE AND DEAD END	1. Work hours shall be as follows: 07:00AM-06:00PM Monday through Friday 08:00AM-06:00PM Saturday and Sunday 2. During working hours the Permittee may fully close the Step Street on Henwood Place and keep it closed around the clock. 3. The Permittee shall notify in writing by letter Police (NYPD), Fire Department (FNDY), EMS, Community Board (s), and all affected property owners on the affected street segment a minimum of (7) calendar days prior to closure. 4. Emergency access must be provided from both ends of the step street at all times. 5. The Permittee shall post signed pedestrian detours utilizing Morris Avenue, East 176th Street, and Walton Avenue. 6. Coordinate with all abutting properties prior to mobilizing.
HENWOOD PLACE BETWEEN WALTON AVENUE AND DEAD END	1. Work hours shall be as follows: 07:00AM-06:00PM Monday through Friday 08:00AM-06:00PM Saturday and Sunday 2. The Permittee shall maintain a minimum 5-foot clear pedestrian walkway on each sidewalk at all times. 3. The Permittee shall occupy a maximum of ten (10) feet adjacent to the south curb, while maintaining a minimum of one (1) 19-foot lane for two-way traffic at all times.
MORRIS AVENUE BETWEEN GRAND CONCOURSE AND EAST 176 STREET	1. Work hours shall be as follows: 07:00AM-06:00PM Monday through Friday 08:00AM-06:00PM Saturday and Sunday 2. The Permittee shall maintain a minimum of 5-foot clear pedestrian walkway on the sidewalk at all times. 3. The Permittee may occupy a maximum of eight (8) feet adjacent to the west curb in front of the step street, while maintaining a minimum of one (1) lane for traffic at all times. 4. The Permittee shall maintain a minimum of one (1) 11-foot lane for traffic on Morris Avenue at all times. 5. The Permittee may occupy a maximum of 20-foot by 20-foot area on the expanded sidewalk area adjacent to the work zone for staging and material storage. The Permittee must maintain a minimum 5-foot clear pedestrian walkway in this area while also maintaining access to the building entrance at all times. 6. There shall be no impact on Grand Concourse at any time.

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IV. GENERAL NOTES

- A. **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.
- B. THE PERMITEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYC DOT INCLUDING THE HOLIDAY EMBARGO.
- C. THE PERMITEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYC DOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

1. STREET FAIRS / FESTIVALS

- ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
- PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

2. RUNNING / WALKING / BIKING EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

3. PARADES

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. MAYORAL EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

- D. 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.
- E. 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.
- F. THE PERMITEE 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 NYC DOT 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 PERMITEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- G. THE PERMITEE SHALL ADHERE TO THE NYC DOT 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 PERMITEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT-OF-WAY.
- H. 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.

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- I. 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 NYC DOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**
- J. 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**.
- K. 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.
- L. 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.

Venecia Wallace

VENECIA WALLACE
PROJECT MANAGER – BRONX
OCMC-STREETS

Duane Barra

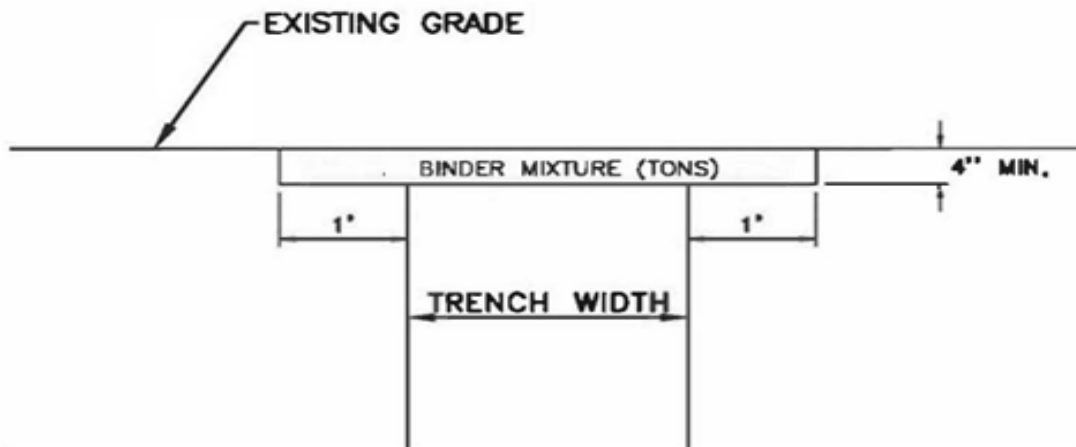
DUANE BARRA
DIRECTOR
OCMC-STREETS

(NO TEXT)

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

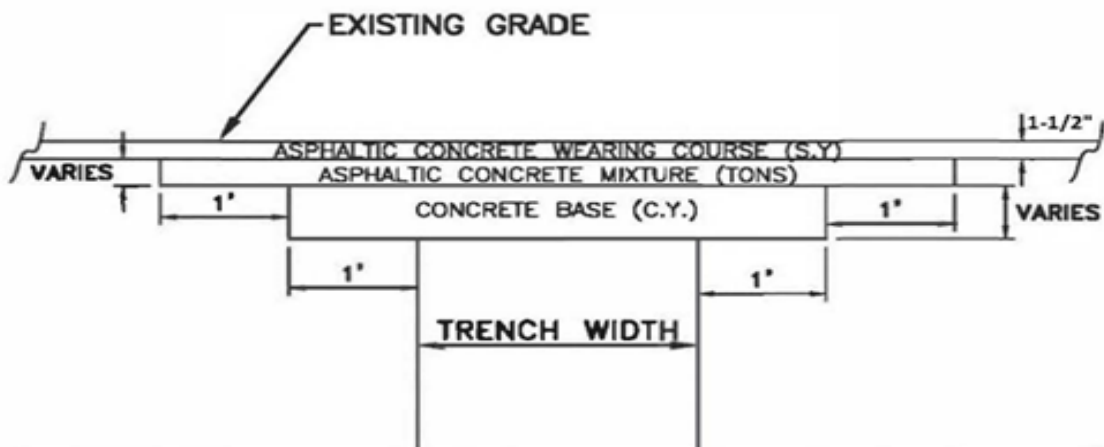
1. EXISTING SEWERS, MANHOLES, ETC. The Contractor is advised that at some locations, there presently exist sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of proposed work. The Contractor must exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting, installing additional support and during excavation to prevent any damages to the said existing structures while working adjacent to them. The cost of the above work including additional supporting or underpinning design, modification of trench sheeting and all necessary work incidental thereto will be deemed to be included in the prices bid for all contract items of work. No additional or separate payment will be made. Any damage to any portion of the said existing structures due to the Contractor's operations must be repaired by him as directed by the Engineer. The cost for such repair will be borne by the Contractor solely at his own expense.
2. RECONNECT ALL REMAINING PIPES TO PROPOSED MANHOLES. At some locations as indicated on the contract plans, the Contractor is required to reconnect all existing sewers to proposed manholes in this contract. The said manholes shall be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer shall be deemed included in the prices bid for all items of work. No additional payment shall be made.
3. RECONNECT HOUSE DRAINS. The Contractor is advised that at certain locations within the project limit, all house connection drains for buildings shall be transferred from the existing combined sewers to the new combined sewers. Prior to the start of construction, the Contractor shall perform investigation in order to verify the exact locations of the existing combined sewers and house connection drains requiring transfer to the new combined sewers. The cost of investigation work shall be deemed included in the prices bid for all contract items of work. No additional or separate payment shall be made for this work.
4. PAVEMENT RESTORATION. In trench areas, temporary pavement restoration must follow the sketch 1 shown on the following page.
5. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

TEMPORARY RESTORATION OF PAVEMENT (SKETCH 1)



TEMPORARY PAVEMENT RESTORATION: THE TEMPORARY RESTORATION OVER THE TRENCH WIDTH AND CUTBACKS SHALL CONSIST OF A MINIMUM OF FOUR (4) INCHES OF BINDER (ITEM 4.02 C/A) OVER CLEAN BACKFILL (ITEM 70.B1CB).

PERMANENT RESTORATION OF PAVEMENT (SKETCH 2)



PERMANENT PAVEMENT RESTORATION: THE PERMANENT RESTORATION OVER THE TRENCH WIDTH AND CUTBACKS SHALL CONSIST OF ONE AND HALF (1-1/2") INCHES OF ASPHALTIC CONCRETE WEARING COURSE (ITEM 4.02 AB-R) OVER BINDER MIXTURE (ITEM 4.02 C/A) AND CONCRETE BASE (ITEM 4.04H) TO MATCH EXISTING AS DIRECTED AND APPROVED BY ENGINEER.

TYPES OF PAVEMENTS RESTORATION N.T.S.

Sketch 1

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection, Sewer Design Standards of the Department of Environmental Protection, Water Main Standard Drawings of the Department of Environmental Protection, and Specifications For Trunk Main Work of the Department of Environmental Protection must be included as part of the contract documents. These said current edition specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

- (1) The Contractor is hereby notified that the new scope of ADA Compliant iron grate on 27" manhole frame (SE39/ CB daisy chain) is added to the contract and all work to be performed for the completion of the added scope will be in compliance with the new section **51.21S0A1000V.A - ADA Compliant iron grate on 27" manhole frame (SE39/ CB daisy chain)** which is included here in this SW Pages.

B. REVISIONS 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 19:
Add the following to **Subsection 10.15**:

The list of utilities companies participating in this project as per JB 5.0 Package, Page JB-D2, this Volume 3 of 3.

- (2) **Refer to Subsection 10.21 - Contractor To Notify City Departments**, Page 21:
Add the following to **Subsection 10.21**:

- (1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor must notify Mr. Peter Gordon, P.E. Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low Rise, Corona, NY, 11368 at (718) 595-4347, at least thirty (30) days prior to the start of construction.

- (2) NEW YORK CITY FIRE DEPARTMENT

The Contractor must notify the Bureau of Plant Operations - Engineering Unit at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 281-3933.

- (3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor will notify Mr. Hasib Amini / Akmal Mikhail – Traffic Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3386 / (212) 839-3368, at least seventy-two (72) hours prior to the start of construction.

- (4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor must notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Daniel Grulich at (718) 760-6927.

- (3) **Refer to Subsection 10.24 – Damaged Water Service Pipes To Be Repaired By A Licensed Plumber**, Page 22:
Add the following to **Subsection 10.24**:

If the damaged or cut water service pipe is lead, galvanized steel, or galvanized iron, the service pipe must not be partially replaced, but fully replaced from the main to the house control valve. If the service pipe was damaged, cut, or otherwise interrupted due to the Contractor's actions or means & methods (including selection of shoring systems), the water service pipe will be replaced at the Contractor's own cost.

- (4) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page 24:
Add the following to **Subsection 10.30**:

- (1) Traffic Stipulations:

The Contractor will refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWX006-01.

- (5) **Refer** to the STANDARD SEWER AND WATERMAIN SPECIFICATIONS
Add the following new **SECTION 51.21S0A1000V.A**

SECTION 51.21S0A1000V.A - ADA COMPLIANT IRON GRATE ON 27" MANHAOLE FRAME (SE39/CB DAISY CHAIN)

51.21S0A1000V.A1 DESCRIPTION

This work consists of frames, grates, rings, and covers for inlets, manholes, and other structures where items may be placed in traffic service and load bearing is a consideration; all in accordance with this specification, the Contract Drawings, manufacturer's instructions, and any other regulatory requirements.

51.21S0A1000V.A2 SUMMARY

EJ 1080M ADA compliant cast iron drainage grates allow for runoff to flow directly into a catch basin. These grates are designed to withstand pedestrian and vehicular loads while still providing a big enough opening to allow easy cleaning and maintenance of manholes and the associated drainage system.

51.21S0A1000V.A 3 REFERENCES

- (1) AASHTO M306-10
- (2) AASHTO M306-6
- (3) AASHTO M105
- (4) ASTM A48
- (5) NYCDEP-BWSO Sewer Design Standards
 - a. Detail SE39
- (6) NYCDOT Standard Highway Specifications **Section 2.17** - Iron Castings, Gray and Malleable
- (7) U.S. Department of Justice 2010 ADA Standards for Accessible Design, Section 302 "Floor or Ground Surfaces."

51.21S0A1000V.A 4 MATERIALS

51.21S0A1000V.A 4.1 MATERIAL STANDARDS

The ADA compliant Iron manhole grate specified herein must be manufactured and specified by EJ, or approved equally from the following vendors or as approved by the Engineer.

(1) EJ USA

301 Spring Street
PO Box 439
East Jordan, MI 49727
tel 800-874-4100
fax 231-536-4458
<https://www.ejco.com>

(2) Campbell Foundry Corp.

800 Bergen Street
Harrison, NJ 07029
Tel 973-483-5480
<https://www.campbellfoundry.com>

(3) Brent Material Company

325 Columbia Turnpike
Florham Park, NJ 07932
Tel 973-325-3030
<https://www.brentmaterial.com>

ADA grates shall conform to U.S. Department of Justice 2010 ADA Standards for Accessible Design, Section 302 "Floor or Ground Surfaces."

ADA grates shall be designed to fit iron frames depicted in the NYCDEP-BWSO Sewer Design Standards, detail SE39.

ADA grates shall be EJ series 1090M or approved equal.

51.21S0A1000V.A 4.2 MATERIAL COMPOSITION

Gray iron castings shall be at least Class No. 30B, ASTM A48, with a minimum tensile strength of thirty thousand (30,000) pounds per square inch. The flexural test described in ASTM A377 shall be the primary test used in testing the iron. The Engineer, however, may require that the tensile test be made.

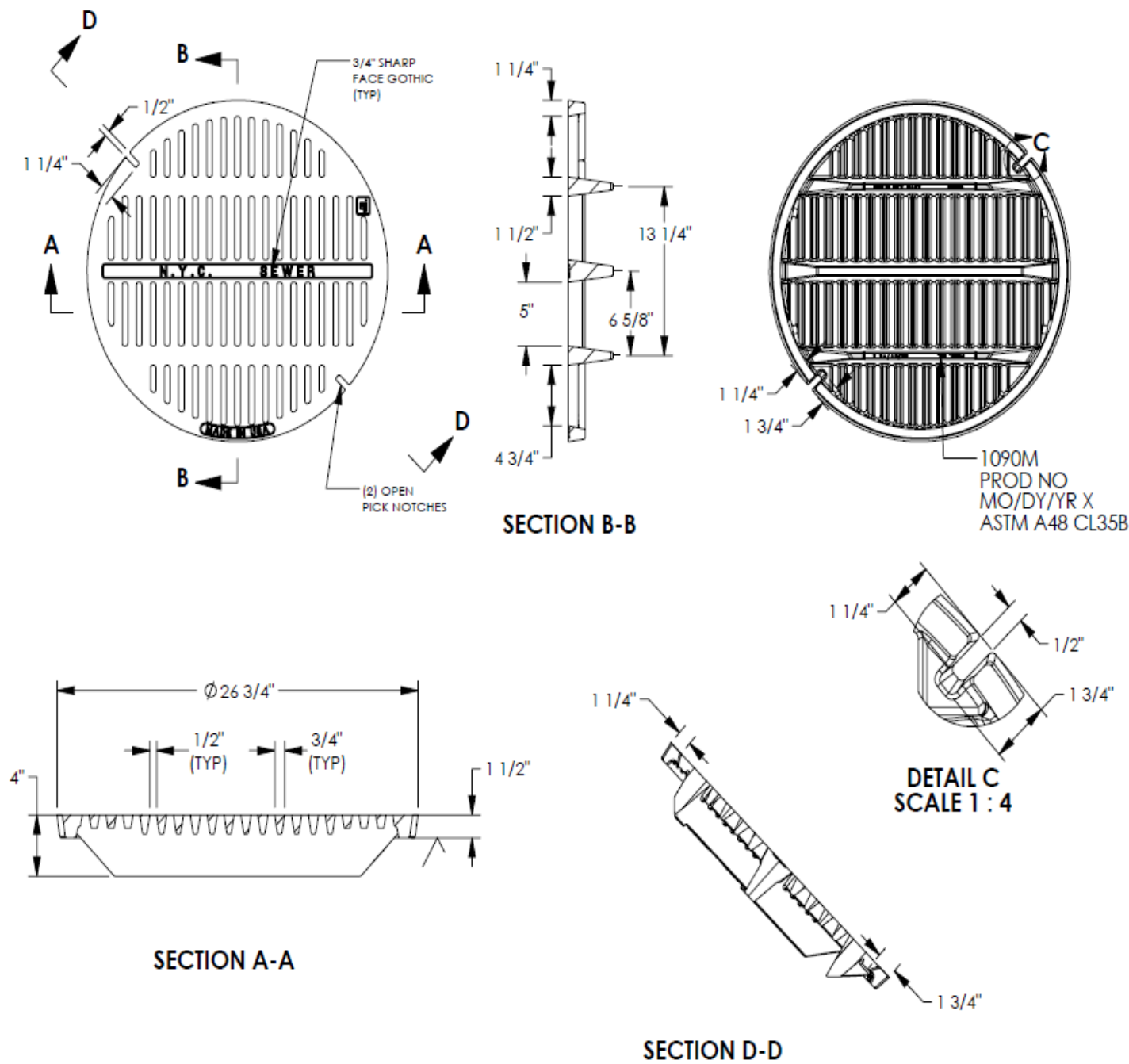
51.21S0A1000V.A 4.3 MATERIAL AND EQUIPMENT ACCEPTANCE

(1) ADA grates shall conform to the requirements of ASTM A48 and AASHTO M105 (Standard Specification for Gray Iron Castings) Class 35B or higher-class material.

(2) ADA Grates shall conform to the requirements of AASHTO M306 (Standard Specification for Drainage, Sewer, Utility, and Related Castings), and shall be rated H20 per AASHTO M306 Section 6 "PROOF LOAD TESTING."

(3) ADA grates shall not be dipped or painted and must be delivered in their natural finish, as coatings will decrease the natural slip resistant surface texture of iron castings.

51.21S0A1000V.A 4.4 MATERIAL TESTING



51.21S0A1000V.A 5.2 INSPECTION

All material inspection must be in accordance with AASHTO-M306-10.

51.21S0A1000V.A 6 MEASUREMENT.

The quantity of manhole grates to be measured for payment must be the number of each individual grate, type, furnished and incorporated in the work, complete, as shown, specified or required.

51.21S0A1000V.A 7 PAYMENTS

The contract price for this item will be the unit price bid per each manhole grate per each size and must cover the cost of all labor, materials, plant, equipment, samples, tests and insurance required and necessary to construct the manhole grates of the sizes and dimensions, and of the types and at the locations and to the elevations shown, including the earth excavation of all materials of whatever nature encountered and filling in of abandoned drainage appurtenances; connections; backfilling; cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans, specifications and standards, and as directed by the Engineer .

Payment will be made under:

Item No.	Item	Pay Unit
51.21S0A1000V.A	ADA COMPLIANT IRON GRATE ON 27" MANHAOLE FRAME (SE39)	EA

(6) Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions, 530

Add the following to **Subsection 71.41.4:**

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWX006-01.

C. REVISIONS 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, Section 11. Fabrication:** Page 4;
Add the following to **Section 11:**

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

- 2) **Refer** to **Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings,** Page 5;
Add the following to **Section 13:**

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF SECTION
This Section consists of Seven (7) pages.

HAZ - PAGES**SUPPLEMENTAL DOCUMENTATION FOR USE
WITH SPECIFICATIONS FOR HANDLING,
TRANSPORTATION AND DISPOSAL
OF NONHAZARDOUS AND POTENTIALLY
HAZARDOUS CONTAMINATED MATERIALS**

NOTICE

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

(NO TEXT ON THIS PAGE)

**SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR
HANDLING, TRANSPORTATION, AND DISPOSAL
OF POTENTIAL AND IDENTIFIED
CONTAMINATED AND HAZARDOUS MATERIALS**

**RECONSTRUCTION OF HENWOOD PLACE STEP STREET BETWEEN MORRIS AVENUE AND
WALTON AVENUE**

**BOROUGH OF BRONX
CITY OF NEW YORK**

Project ID: HWX006-01

Prepared By:

 **Department of
Design and
Construction**
30-30 Thomson Avenue
Long Island City, New York 11101

July 10, 2024

These Haz-Pages are to be read in conjunction with the corresponding 8.01 sections of
STANDARD HIGHWAY SPECIFICATIONS, May 16, 2022.

ATTACHMENT 1

Phase II Subsurface Corridor Investigation Report For RECONSTRUCTION OF HENWOOD PLACE STEP STREET (LiRo Engineers Inc. dated February 9, 2023)

- Final -

PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT
FOR
RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BRONX, NEW YORK

DDC PROJECT NO. HWX006-01

DDC TASK NO. 2021OEHS0358-02

WORK ORDER NO. OEHS-20201409798-WOL-219

CONTRACT REGISTRATION NO. 20201409798

Prepared for:



Office of Environmental and Hazmat Services

30-30 Thomson Avenue, Third Floor

Long Island City, New York 11101

Prepared by:



LiRo Engineers, Inc.

703 Lorimer Street

Brooklyn, New York 11211

PROJECT NO. 19-294-0265

February 9, 2023

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	B	Geologic Boring Logs
	C	Laboratory Analytical Results

EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the HWX006-01 Corridor which consists of the Henwood Place Step Street in the Mount Hope neighborhood of the Bronx, New York (hereinafter referred to as the “Corridor”) to determine if the Corridor’s environmental condition might impact proposed construction activities. The proposed construction activities for the Corridor consist of excavation for reconstruction of the Henwood Place step street.

The approximately 0.07-mile (360-foot) long Corridor is comprised of the following street segment:

Street Segments	Length (feet)
Henwood Place between Walton Avenue and Morris Avenue	360

LiRo prepared a Phase I Corridor Assessment Report (CAR), dated September 17, 2021, which identified three “High” risk site and five “Moderate” risk sites that might pose an environmental concern to the subsurface (soil and/or groundwater) of the Corridor and recommended a Phase II SCI.

Based on the review of available information provided by the DDC and discussions with the DDC Project Manager, LiRo proposed the advancement of three soil borings along the Corridor to characterize soil that may be encountered during construction and to assess the presence of subsurface contamination that might impact proposed construction activities. The Phase II SCI was completed on October 31, 2022 and consisted of the following components:

- The advancement of three borings to a terminal depth of approximately 6 ftbg (SB-02) and 8 ftbg (SB-01 and SB-03) and the field screening of soil samples, including photo-ionization detector (PID) readings and visual and olfactory indicators of contamination (staining, odors). SB-01 and SB-03 were planned to be advanced to a depth of 10 ftbg; however, refusal on assumed bedrock was encountered at a depth of 8 ftbg;
- The collection of three grab soil samples which were analyzed for United States Environmental Protection Agency (USEPA) Target Compound List (TCL) volatile organic compounds (VOCs);
- The collection of three composite soil samples which were analyzed for: Polycyclic Aromatic Hydrocarbons (PAHs); polychlorinated biphenyls (PCBs); Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO); Resource Conservation and Recovery Act (RCRA) Characteristics; and, Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals;
- Since groundwater was anticipated to be a depth greater than 10 ftbg, no temporary well points (TWP) were proposed or installed. Therefore, no groundwater samples were collected; 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.

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) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs); and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings, conclusions, and recommendations are presented:

Findings

- The subsurface soils encountered during this Phase II SCI consisted predominantly of brown to dark brown fine to medium sand with some gravel and a trace of clay from grade to 8 ftbg within soil borings SB-02 and SB-03. Man-made materials, which are indicative of urban fill, were encountered within SB-01 from grade to 8 ftbg. Groundwater was not encountered within any of the on-site borings. Refusal on assumed bedrock was encountered within SB-01 and SB-03.
- Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor.
- VOCs were not detected in any of the three grab samples collected.
- PCBs were not detected in any of the three composite samples collected.
- Five PAHs were detected in one of the three composite samples collected. Benzo(a)pyrene, benzo(b)fluoranthene, chrysene, fluoranthene, and pyrene were detected at concentrations below their corresponding Restricted Use (Track 2) Commercial SCOs in SB-01. No PAHs were reported above laboratory detection limits for composite samples from soil borings SB-02 and SB-03. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of urban fill material placed at the Corridor.
- Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TCLP RCRA metals were detected in all three composite samples collected. Barium, chromium, and/or lead were detected below their corresponding 6 NYCRR Part 371 and RCRA standards. Based on their consistency, most of the detected concentrations are attributed to background levels.
- TPHC-DRO were detected at concentrations ranging from approximately 2.54 mg/kg to 3.67 mg/kg in the three samples collected. TPHC-GDRO were detected in all three samples collected at concentrations ranging from approximately 0.039 mg/kg to 3.37 mg/kg. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal.

Conclusions

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;
- Laboratory analytical results identified petroleum-impacted soils within the Corridor. The presence of elevated concentrations of petroleum components (DRO/GRO) in subsurface soils is attributed primarily to: (a) residuals from releases of petroleum products from the “High” and “Moderate” risk sites identified on and in the vicinity of the Corridor; and/or, (b) contaminants in urban fill material placed on the Corridor;
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics;
- Since groundwater was not encountered, no groundwater samples were collected.

Recommendations

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous, contaminated soil. All soil shall be managed, transported and disposed of in accordance with NYSDEC Part 360 requirements. The Contractor should submit a Material Handling Plan, to identify the specific protocols and procedures that will be employed to manage potentially contaminated waste, if encountered, during construction, in accordance with applicable regulations;
- Due to the presence of DRO/GRO in the investigated sites, especially if contaminated or hazardous soil is encountered, 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;
- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the Contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (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 DRO/GRO).

1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the HWX006-01 Corridor which consists of the Henwood Place Step Street in the Mount Hope neighborhood of the Bronx, New York (hereinafter referred to as the “Corridor”) to determine if the Corridor’s environmental condition might impact proposed construction activities. The proposed construction activities for the Corridor consist of excavation for reconstruction of the Henwood Place step street.

The approximately 0.07-mile (360-foot) long Corridor is comprised of the following street segment:

Street Segments	Length (feet)
Henwood Place between Walton Avenue and Morris Avenue	360

1.1 Summary of Previous Environmental Investigations

LiRo prepared a Phase I Corridor Assessment Report (Phase I CAR) dated September 17, 2021, which identified three sites that had a Final “High” risk and five sites that had a Final “Moderate” risk that might impact the subsurface of the Corridor and recommended advancing borings, installing TWP’s, and collecting soil and groundwater samples to assess potential impacts.

“High” Risk Sites:

Risk Site No.	Facility Name	Address	Map ID
1	Residential Building and an Underground Storage Tank (UST) and Aboveground Storage Tank (AST) Site	1815 Morris Avenue	H1
2	Residential Building and a UST Site	1775-1785 Walton Avenue	H2
3	Residential Building, Key Food Supermarket, and NY Spills Site (Closed) (Former Dry Cleaners)	1787-1791 Walton Avenue and 64-72 E. 176 th Street	H3

“Moderate” Risk Sites:

Risk Site No.	Facility Name	Address	Map ID
1	Residential Building and an AST Site	1762-1764 Walton Avenue	M1
2	Residential Building and an AST Site	116 Henwood Place	M2
3	Residential Building and an AST Site	1791 Grand Concourse	M3
4	Parking Lot, Voluntary Cleanup Program (VCP) Site, and E Designation – Phase I/Phase II Site	1761-1765 Walton Avenue	M4
5	Residential and Commercial Building including 1750 Laundromat Corp. and EDR Historic Cleaners	1750 Walton Avenue and 101-105 E. 175 th Street	M5

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 Aquifer Drilling and Testing, Inc. (ADT) of Mineola, New York. Oversight of drilling activities was performed by Eva Jakubowska of LiRo. Laboratory analyses were provided by Chemtech of Mountainside, New Jersey, a NYS Department of Health (NYSDOH) approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blanks, trip blanks, duplicates) were not collected for this project. The field investigation was conducted on October 31, 2022, and consisted of the following components.

- The advancement of three borings to a terminal depth of approximately 6 ftbg (SB-02) and 8 ftbg (SB-01 and SB-03). SB-01 and SB-03 were planned to be advanced to a depth of 10 ftbg; however, refusal on assumed bedrock was encountered at a depth of 8 ftbg.
- The borings were advanced to 6 or 8 ftbg using a hand auger, post hole digger, and/or a vacuum excavator (Vacex). Soil samples were collected using disposable spoons. In addition, a Health and Safety Plan (HASP) was prepared prior to commencing field work.
- Field screening, classification, and identification of soils was conducted from the ground surface to the bottom of each boring. Soil samples were visually classified in the field using the Unified Soil Classification System (USCS). Field screening consisted of visual and olfactory indicators of impacts as well as screening with a photoionization detector (PID).
- The collection of one composite and one grab sample from each of the three soil boring locations (SB-01 through SB-03). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the 6-inch interval exhibiting evidence of petroleum impacts (highest PID reading) or from the bottom 6-inch interval in each boring.
- Laboratory analysis of the composite samples for: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via United States Environmental Protection Agency (USEPA) Method 8270D; (2) Polychlorinated Biphenyls (PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846.
- Laboratory analysis of the grab samples for TCL volatile organic compounds (VOCs) by USEPA Method 8260C.
- Since groundwater was anticipated to be a depth greater than 10 ftbg, no temporary well points (TWPs) were proposed or installed. Therefore, no groundwater samples were collected.

2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description and Use

The approximately 0.07-mile (360-foot) long Corridor is located in the Mount Hope section of the Borough of the Bronx, New York. Currently, the Corridor is developed with the Henwood Place Step Street which is located between Walton Avenue and Morris Avenue and existing infrastructure systems, and exhibits evidence of underground utilities, such as (public sewer and water, natural gas, electric, and telecommunications). Overhead utility lines are present along Walton Avenue. Adjoining property usage consists of residences. No properties of potential environmental concern were identified along the Corridor based on the Site reconnaissance observations. An area map of the Corridor is presented as Figure 2.

2.2 Description of Surrounding Properties

Property usage surrounding the Corridor consists primarily of residences and commercial operations. The commercial operations were identified as including, but were not limited to, the Mount Hope Community Center, the 1750 Laundromat Corp., Felo Mar Grocery Store. Other than the 1750 Laundromat Corp., which may include dry cleaning operations (Moderate Risk Site No. 5), no other risk sites were identified.

2.3 Corridor and Regional Topographic Setting

LiRo reviewed the United States Geologic Survey (USGS) Central Park, New York 7.5-minute Topographic Quadrangle Map for May 2020 to determine the topography at the Corridor. The Corridor exhibits a topographic elevation change of approximately 45 feet. The elevation of the Corridor varies approximately from 105 feet above mean sea level (msl) by Morris Avenue to 60 feet msl by Walton Avenue. Under natural conditions, surface runoff at the Corridor would be expected to follow the topography, which slopes locally to the northwest.

2.4 Corridor and Regional Geology

Based on the *Geologic Map of New York State (Lower Hudson Sheet dated 1970)*, the Corridor is located within Wappinger and Stockbridge Groups, Poughquag Quartzite, and Metamorphic Equivalents and specifically within the Inwood Marble. Inwood Marble is characterized by dolomite marble, calc-schist, granulite, and quartzite, over lain by calcite marble. The Wappinger and Stockbridge Groups, Poughquag Quartzite, and Metamorphic Equivalents range in depth from 0 to 4,000 feet.

Based on the *Surficial Geologic Map of New York (Lower Hudson Sheet dated 1989)*, the surficial geology in the Corridor area is characterized by till and bedrock. The till thickness varies from 3 to 150 feet.

The Corridor is located within the Manhattan Prong Physiographic Province which is generally characterized by folded bedrock forming local topographic high areas and lower areas that have been filled in with glacial till and more recent alluvium.

The subsurface soils encountered during this Phase II SCI consisted predominantly of brown to dark brown fine to medium sand with some gravel and a trace of clay from grade to 8 ftbg within soil borings SB-02 and SB-03. Man-made materials, which are indicative of urban fill, were encountered within SB-01 from grade to 8 ftbg. SB-01 and SB-03 were planned to be advanced to a depth of 10 ftbg; however, refusal on assumed bedrock was encountered at a depth of 8 ftbg.

2.5 Corridor and Regional Hydrogeology

The depth to the water table in the Bronx varies but generally follows topography. Based on the topographic map of the Corridor area, groundwater is anticipated to be present at a depth of greater than 10 feet below ground surface. During the Phase II SCI, groundwater was not encountered in any of the borings. The nearest surface water body is the Harlem River which is located approximately 0.76 miles west of the Corridor. Based on the topography of the area, groundwater is anticipated to flow towards the northwest. Groundwater can also be influenced by seasonal fluctuations in precipitation, local variations in geology, tidal variations, underground anthropogenic structures, and/or local dewatering operations.

According to the *National Wetlands Inventory*, the closest national wetland area (the Harlem River) is located approximately 0.76 miles east of the Corridor and is identified as E1UBL (Estuarine Subtidal Unconsolidated Bottom Subtidal Saltwater) (i.e., Bergen Basin). According to the *New York State Department of Environmental Conservation (NYSDEC) wetland mapper*, the closest state wetland is located approximately 2.93 miles north of the Corridor (Van Cortlandt Park).

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) were accessed from the FEMA website. One map panel (Panel 3604970081F, effective 9/5/07) indicates that the Corridor is located in Zone X, an area of minimal flood hazard.

3.0 CORRIDOR EVALUATION

LiRo provided oversight for the advancement of three soil borings and the collection of soil samples during the field investigation at the designated areas in the vicinity of the planned construction. The soil samples from the borings were transferred into laboratory supplied sample jars, properly labeled, and stored in a cooler with ice to preserve the samples at 4° Celsius prior to and during shipment. A chain-of-custody was prepared prior to sample shipment. A summary of the field observations and the details of the soil borings are provided in Table 1.

3.1 Soil Quality Investigation

Three borings were advanced to a terminal depth of approximately 6 ftbg (SB-02) and 8 ftbg (SB-01 and SB-03). SB-01 and SB-03 were planned to be advanced to a depth of 10 ftbg; however, refusal on assumed bedrock was encountered at a depth of 8 ftbg. The borings were advanced/cleared to their terminal depths using a hand auger, post hole digger, and/or a vacuum excavator. Soil samples were collected using disposable spoons. 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 on the sidewalk along Henwood Place, 13 feet east of Walton Avenue and 4 feet north of the Henwood Place curb line.
- **SB-02** – Advanced on the sidewalk along Henwood Place, 129 feet east of Walton Avenue and 4 feet north of the Henwood Place curb line.
- **SB-03** – Advanced on the sidewalk along Morris Avenue, 12 feet north of Henwood Place and 5 feet west of the Morris Avenue curb line.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. Soil samples were collected from each of the borings. In addition, a PID was used to screen the soil for VOC vapors. All re-useable sampling equipment was decontaminated using a deionized water and Alconox soap wash and then rinsed with deionized water.

In order to identify representative conditions relative to the presence of PAHs, PCBs, TPHC DRO/GRO, RCRA Characteristics, and TCLP RCRA metals 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 all three soil borings.

In order to identify representative conditions relative to the presence of VOCs, grab soil samples were collected from the bottom 6-inch interval in all three soil borings.

3.2 Groundwater Quality Investigation

Since groundwater was anticipated to be a depth greater than 10 ftbg, no TWPs were proposed or installed. Therefore, no groundwater samples were collected.

3.3 Laboratory Analyses

The soil samples were submitted to Chemtech, a NYSDOH approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples were analyzed for USEPA Target Compound List (TCL) volatile organic compounds (VOCs) by Method 8260C. The boring composite soil samples were analyzed for: (1) PAHs via USEPA Method 8270D; (2) PCBs via USEPA Method 3550B/8082; (3) TPHC DRO/GRO via USEPA Method 8015B; (4) RCRA Characteristics via USEPA SW-846; and, (5) TCLP RCRA Metals via USEPA SW-846.

3.4 Data Evaluation

In order to evaluate the subsurface soil quality, the laboratory analytical results of the grab and composite soil samples were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs); and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

4.0 FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 3.0.

4.1 Field Screening

Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor. 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

VOCs were not detected in any of the three grab samples collected. Refer to Table 2.

4.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

Five PAHs were detected in one of the three composite samples collected. Benzo(a)pyrene, benzo(b)fluoranthene, chrysene, fluoranthene, and pyrene were detected at concentrations below their corresponding Restricted Use (Track 2) Commercial SCOs in SB-01. No PAHs were reported above laboratory detection limits for composite samples from soil borings SB-02 and SB-03. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of urban fill material placed at the Corridor. Refer to Table 3 for a summary of PAH detections.

4.2.3 Polychlorinated Biphenyls (PCBs) in Soil

PCBs were not detected in any of the three composite samples collected. Refer to Table 4.

4.2.4 Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation and Recovery Act (RCRA) Metals in Soil

TCLP RCRA metals were detected in all three composite samples collected. Barium, chromium, and/or lead were detected below their corresponding 6 NYCRR Part 371 and RCRA standards. Based on their consistency, most of the detected concentrations are attributed to background levels. Refer to Table 5 for a summary of TCLP RCRA metals detections.

4.2.5 Waste Characterization of Soil

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TPHC-DRO were detected in all three samples collected at concentrations ranging from approximately 2.54 mg/kg to 3.67 mg/kg. TPHC-GDRO were detected at concentrations ranging from approximately 0.039 mg/kg to 3.37 mg/kg in the three samples collected. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal. Refer to Table 5 for a summary of TCLP parameters, RCRA Characteristics, and TPHC DRO/GRO results.

4.2.6 Analysis of NYCDEP Parameters in Groundwater

Since groundwater was anticipated to be a depth greater than 10 ftbg, no TWPs were proposed or installed. Therefore, no groundwater samples were collected.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the field screening data, the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions and recommendations are presented:

Conclusions

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;
- Laboratory analytical results identified petroleum-impacted soils within the Corridor. The presence of elevated concentrations of petroleum components (DRO/GRO) in subsurface soils is attributed primarily to: (a) residuals from releases of petroleum products from the “High” and “Moderate” risk sites identified on and in the vicinity of the Corridor; and/or, (b) contaminants in urban fill material placed on the Corridor;
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics;
- Since groundwater was not encountered, no groundwater samples were collected.

Recommendations

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous, contaminated soil. All soil shall be managed, transported and disposed of in accordance with NYSDEC Part 360 requirements. The Contractor should submit a Material Handling Plan, to identify the specific protocols and procedures that will be employed to manage potentially contaminated waste, if encountered, during construction, in accordance with applicable regulations;
- Due to the presence of DRO/GRO in the investigated sites, especially if contaminated or hazardous soil is encountered, 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 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;
- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC SPDES permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,

- Before beginning any excavation activity, the Contractor should submit a Corridor-specific HASP that will meet the requirements set forth by the Occupational, 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 DRO/GRO).

6.0 STATEMENT OF LIMITATIONS

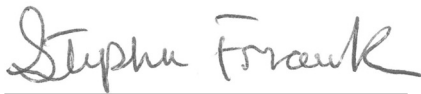
The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:



Amy Hewson
Senior Environmental Analyst

Report Reviewed By:



Stephen Frank
Senior Geologist

Report Reviewed By:



Robert Kreuzer
Project Manager

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 Corridor 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 Corridor.

LiRo derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Corridor, 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 Corridor, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, LiRo has relied upon and presumed accurate certain information (or the absence thereof) about the Corridor and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, LiRo 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 Corridor.

Because of the limitations stated above, the findings, observations, and conclusions expressed by LiRo 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 Corridor 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 Corridor 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 PAHs DETECTED IN SOIL

TABLE 4 – SUMMARY OF PCBs DETECTED IN SOIL

TABLE 5 – SUMMARY OF WASTE CHARACTERIZATION IN SOIL

TABLE 6 – SUMMARY OF GROUNDWATER QUALITY COMPARED TO NYC DEP

Table 1. Summary of Environmental Boring Data

Boring No.	Sample ID	PID (ppm)	Sample Interval (ftbg)	Total VOCs (ug/kg)	Total PAHs (ug/kg)	Total PCBs (ug/kg)	Depth to Water (ftbg)	Total Depth (ftbg)	Other Comments
SB-01	SB-01-7.5-8.0	<1	7.5-8.0	ND	NA	NA	Not encountered	8.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-01-COMP		0-8.0	NA	600	ND			
SB-02	SB-02-5.5-6.0	<1	5.5-6.0	ND	NA	NA	Not encountered	6.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-02-COMP		0-6.0	NA	ND	ND			
SB-03	SB-03-7.5-8.0	<1	7.5-8.0	ND	NA	NA	Not encountered	8.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-03-COMP		0-8.0	NA	ND	ND			

Notes:

All grab samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs). All composite soil samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), TCL Polychlorinated Biphenyls (PCBs), Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO), Resource Conservation and Recovery Act (RCRA) Characteristics, and Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals.

NA = Not Analyzed/Not Applicable

ND = Non detect

ftbg = feet below grade surface

ppm = parts per million (or mg/kg)

ug/kg = microgram per kilogram

Table 2. Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil

TCL VOC	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-7.5-8.0	SB-02-5.5-6.0	SB-03-7.5-8.0
		10/31/2022	10/31/2022	10/31/2022
		7.5-8.0	5.5-6.0	7.5-8.0
Total VOCs	NS	ND	ND	ND

Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Table 3. Summary of Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil

PAHs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-0COMP	SB-02-COMP	SB-03-COMP
		10/31/2022	10/31/2022	10/31/2022
		0-8.0	0-6.0	0-8.0
Benzo(a)pyrene	1,000	120 J	ND	ND
Benzo(b)fluoranthene	5,600	120 J	ND	ND
Chrysene	56,000	100 J	ND	ND
Flouranthene	500,000	140 J	ND	ND
Pyrene	500,000	120 J	ND	ND
Total PAHs	NS	600	ND	ND

Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

NS = No Standard

J = Estimated value

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Table 4. Summary of Polychlorinated Biphenyls (PCBs) Detected in Soil

PCBs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-0COMP	SB-02-COMP	SB-03-COMP
		10/31/2022	10/31/2022	10/31/2022
		0-8.0	0-6.0	0-8.0
Total PCBs	1,000	ND	ND	ND

Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

LiRo Engineers, Inc.

9-Feb-23

DDC CAPIS ID No.: HWX006-01

Work Order Letter No. OEHS-20201409798-WOL-219

Table 5. Summary of Waste Characterization in Soil

Parameter	6 NYCRR Part 371 and RCRA	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-0COMP	SB-02-COMP	SB-03-COMP
		10/31/2022	10/31/2022	10/31/2022
		0-8.0	0-6.0	0-8.0
METALS¹	ug/L			
Barium	100,000	388 J	1,820	1,410
Chromium	5,000	ND	ND	19.2 J
Lead	5,000	163	ND	ND
MISC. PARAMETERS (units)				
Reactivity Sulfide (mg/kg)	500	ND	ND	ND
Reactivity Cyanide (mg/kg)	250	ND	ND	ND
pH (SU)	2-12.5	10.3 H	8.70 H	8.73 H
Ignitability	>140 °F	No	No	No
TPHC Diesel Range Organics (mg/kg)	NS	3.670	3.050	2.540
TPHC Gasoline Range Organics (mg/kg)	NS	3.370 J	1.430 J	0.039 J

Notes:

ftbg = feet below grade surface

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

SU = Standard unit

J = Estimated value

H = Analysis out of hold time

mg/Kg = milligram per kilogram

ug/L = microgram per liter

¹ = TCLP RCRA Metals

FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP

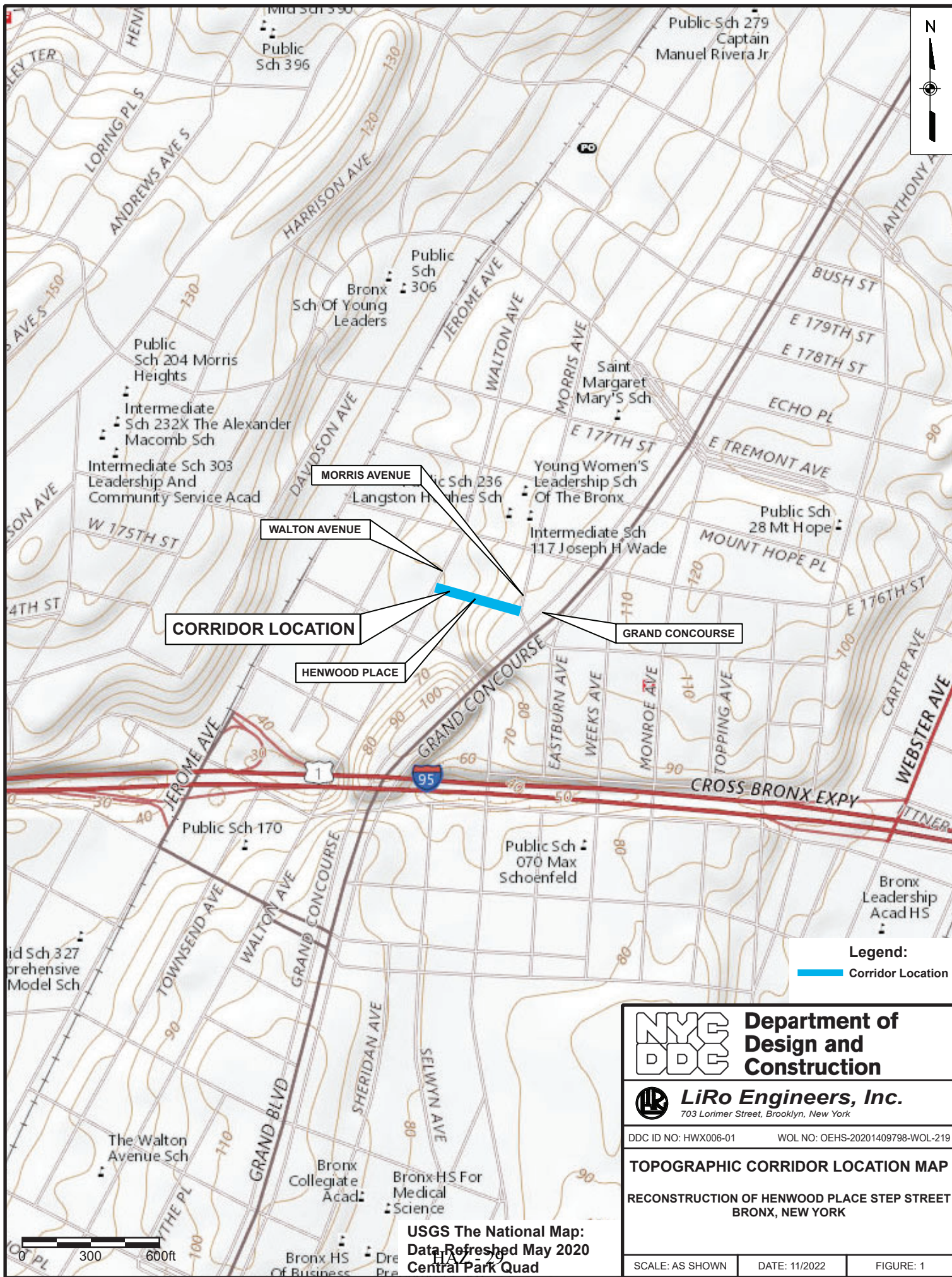
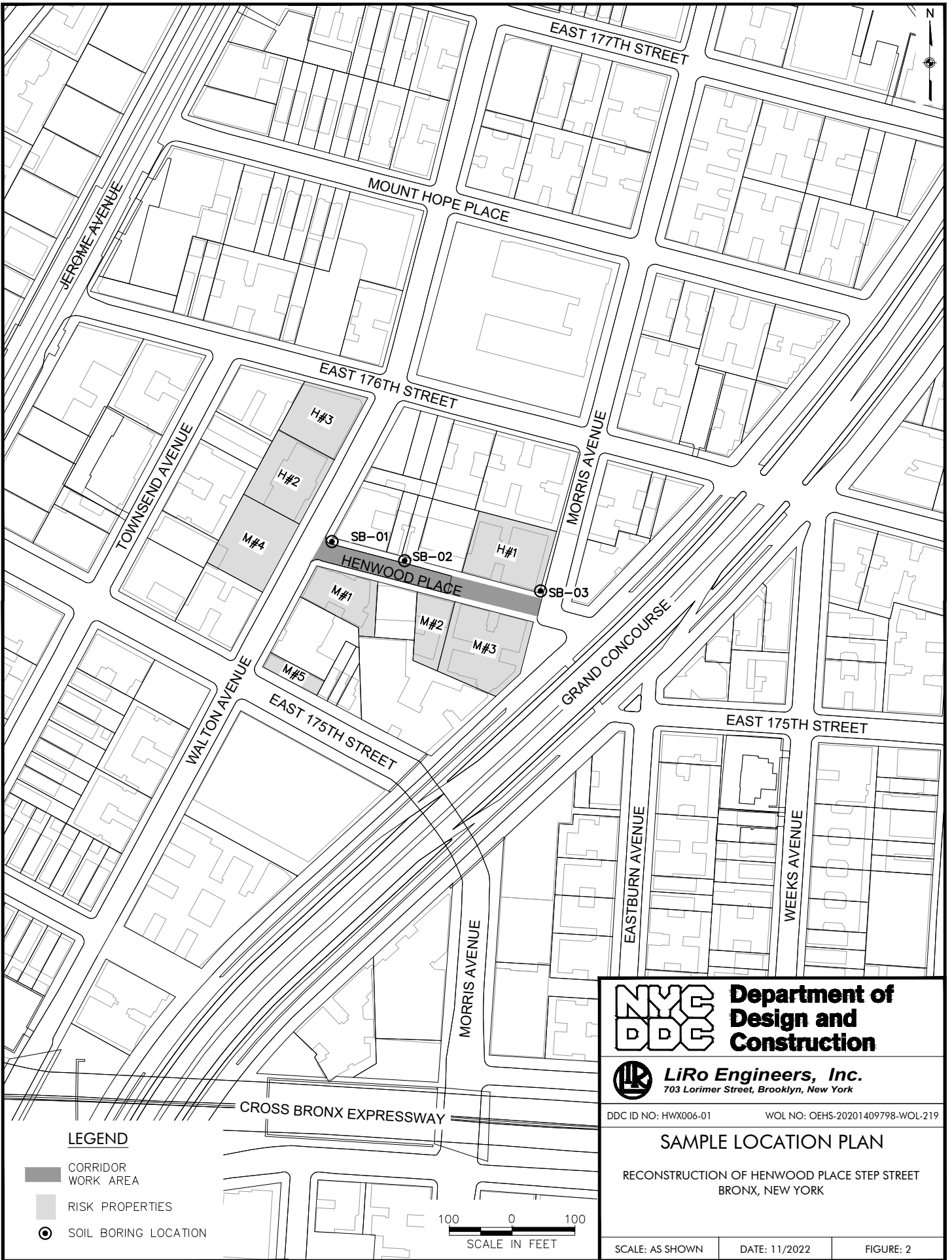


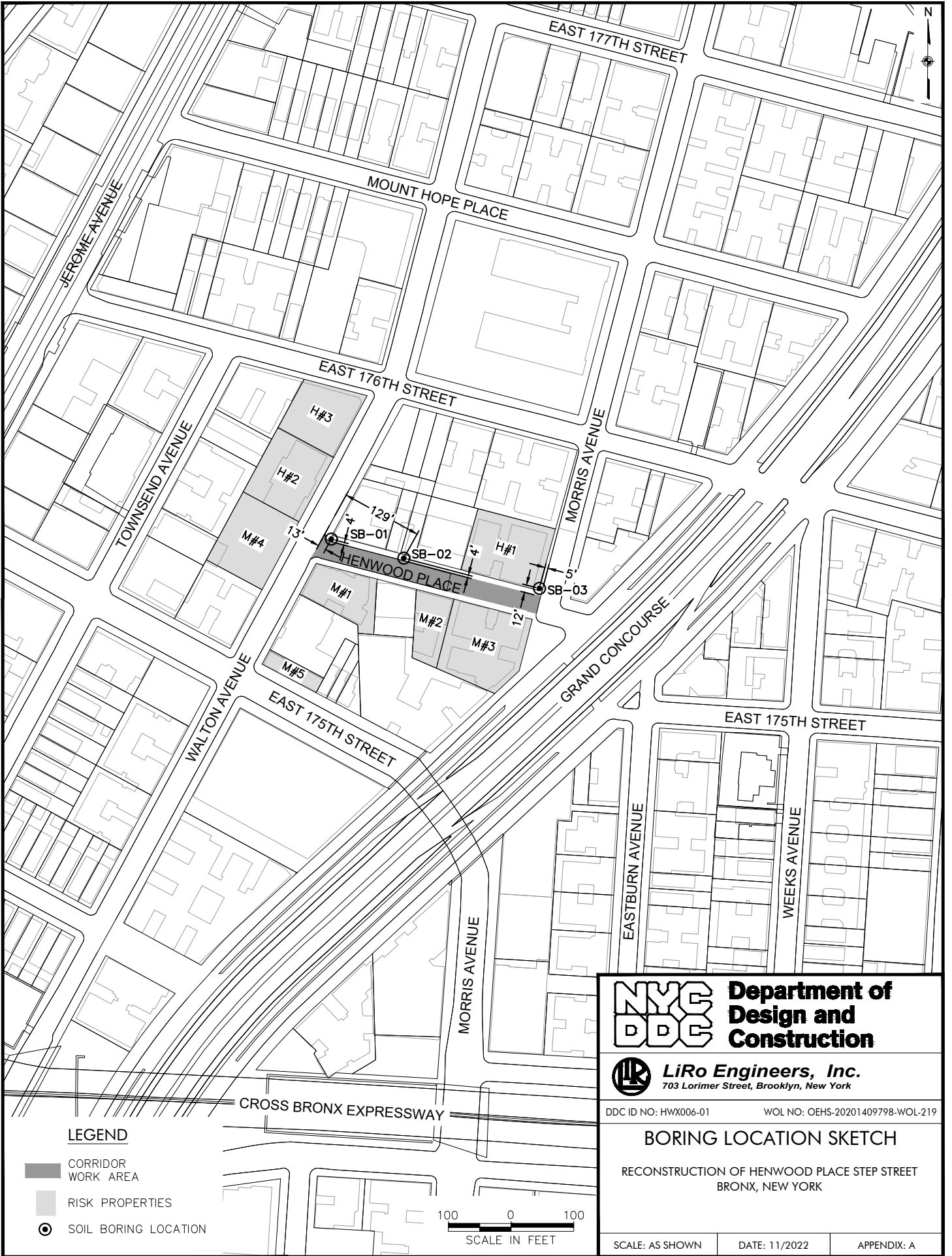
FIGURE 2 – SAMPLE LOCATION PLAN

V:\NYCDDC\19-294-0265 - 2019 DDC OEGS Design Phase 1 - Phase 1\20210EH50358-02 Henwood Pl Ph II SQI Work Plan\Henwood Sample Loc.dwg 11/2/2022 9:40 AM



APPENDIX A
BORING LOCATION SKETCHES

V:\NYCDDC\19-294-0265 - 2019 DDC OEGS Design Phase I - Phase II\20210EH50358-02 Henwood Pl Ph II SQI Work Plan\Henwood_SB Sketch.DWG 11/2/2022 9:40 AM



LEGEND

- CORRIDOR WORK AREA
- RISK PROPERTIES
- SOIL BORING LOCATION

100 0 100
SCALE IN FEET



**Department of
Design and
Construction**



LiRo Engineers, Inc.
703 Lorimer Street, Brooklyn, New York

DDC ID NO: HWX006-01

WOL NO: OEHS-20201409798-WOL-219

BORING LOCATION SKETCH

RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BRONX, NEW YORK

SCALE: AS SHOWN

DATE: 11/2022

APPENDIX: A

APPENDIX B
GEOLOGIC BORING LOGS



LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	SB-01
SHEET:	1 of 1
JOB NO.:	19-294-0265.01-147
LOCATION:	Henwood Pl.
GROUND ELEVATION:	NA
DATE STARTED:	October 31, 2022
DATE FINISHED:	October 31, 2022
DRILLER:	Daniel Johanson
GEOLOGIST:	Eva Jakubowska
REVIEWED BY:	Thomas Fralick

PROJECT:	Reconstruction of Henwood Place Step Street, Bronx, New York
CLIENT:	Department of Design and Construction - HWX006-01
BORING CONTRACTOR:	Aquifer Drilling & Testing, Inc.

GROUNDWATER:	Not observed
--------------	--------------

CAS.	SAMPLER	TUBE
DATE	TIME	LEVEL
TYPE	TYPE	TYPE
NA	DIA.	
WT.		
FALL		

DEPTH FEET	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
------------	--------	---------	---------	--------------	-----------	-------	----------------------	----------------------	------	---------

1										
5										
8										

10										
15										
20										
25										
30										

COMMENTS:	Grab sample collected at 7.5-8.0 ftbg. Composite sample collected from 0-8.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).
PROJECT NO.:	19-294-0265.01-147
BORING NO.:	SB-01



LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	SB-02
SHEET:	1 of 1
JOB NO.:	19-294-0265.01-147
LOCATION:	Henwood Pl.
GROUND ELEVATION:	NA
DATE STARTED:	October 31, 2022
DATE FINISHED:	October 31, 2022
DRILLER:	Daniel Johanson
GEOLOGIST:	Eva Jakubowska
REVIEWED BY:	Thomas Fralick

PROJECT: Reconstruction of Henwood Place Step Street, Bronx, New York
CLIENT: Department of Design and Construction - HWX006-01
BORING CONTRACTOR: Aquifer Drilling & Testing, Inc.

GROUNDWATER: Not observed

CAS. SAMPLER TUBE

DATE TIME LEVEL TYPE TYPE

NA DIA. WT. FALL

DEPTH FEET

1 6

10 15 20 25 30

COMMENTS: Grab sample collected at 5.5-6.0 ftbg. Composite sample collected from 0-6.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01-147
BORING NO.: SB-02

HAZ-36

V:\NYCDDC\19-294-0265 - 2019 DDC OEGS\Project Files\Projects\Phase I\Phase I\2021\OEHs0358-02 Henwood Pl Ph II SC\Phase II Field Documents\field notes from Eva J\Henwood Pl.-boring logs

APPENDIX C
LABORATORY ANALYTICAL RESULTS

DATA FOR
VOLATILE ORGANICS
SEMI-VOLATILE ORGANICS
GC SEMI-VOLATILES
METALS
GENERAL CHEMISTRY

PROJECT NAME : DDC OEGS- RECONSTRUCTION OF HENWOOD PL

LIRO ENGINEERS, INC.

690 Delaware Ave.

Buffalo, NY - 14209

Phone No: 716-882-5476

ORDER ID : N5406

ATTENTION : Steve Frank



Date : 11/08/2022

Dear Steve Frank,

6 soil samples for the **DDC OEGS- Reconstruction of Henwood PI** project were received on **11/01/2022**. The analytical fax results for those samples requested for an expedited turn around time may be seen in this report. Please contact me if you have any questions or concerns regarding this

Regards,

Samantha Beazley

Samantha@chemtech.net

CLIENT INFORMATION

REPORT TO BE SENT TO:
COMPANY: lino Engineers, Inc.
ADDRESS: 703 Lorimer street
CITY: Brooklyn STATE: NY ZIP: 11211
ATTENTION: Steve Frank
PHONE: 716 882-5476 FAX: _____

CLIENT PROJECT INFORMATION

PROJECT NAME: Reconstruction of Henwood PL
PROJECT NO.: 19-294-0265.01 LOCATION: step street Bronx
PROJECT MANAGER: Steve Frank
e-mail: hewsona @ lino.com
PHONE: 716 882-5476 FAX: _____

CLIENT BILLING INFORMATION

BILL TO: _____ PO#: _____
ADDRESS: Same
CITY: _____ STATE: _____ ZIP: _____
ATTENTION: _____ PHONE: _____

DATA TURNAROUND INFORMATION

FAX (RUSH) _____ DAYS*
HARDCOPY (DATA PACKAGE): _____ DAYS*
EDD: 5 day TAT DAYS*
*TO BE APPROVED BY CHEMTECH
STANDARD HARDCOPY TURNAROUND TIME IS 10 BUSINESS DAYS

DATA DELIVERABLE INFORMATION

☒ Level 1 (Results Only) ☐ Level 4 (QC + Full Raw Data)
☐ Level 2 (Results + QC) ☐ NJ Reduced ☐ US EPA CLP
☐ Level 3 (Results + QC) ☐ NYS ASP A ☐ NYS ASP B
+ Raw Data ☐ Other _____
☐ EDD FORMAT _____

1 2 3 4 5 6 7 8 9
TCL VOCs PAHs PCBs DRO/GRO PCRA Characteristic TCLP PCRA Metals

CHEMTECH SAMPLE ID	PROJECT SAMPLE IDENTIFICATION	SAMPLE MATRIX	SAMPLE TYPE		SAMPLE COLLECTION		# OF BOTTLES	PRESERVATIVES									COMMENTS	
			COMP	GRAB	DATE	TIME		1	2	3	4	5	6	7	8	9	← Specify Preservatives A-HCl B-HNO3 C-H2SO4 D-NaOH E-ICE F-OTHER	
1.	SB-01- 7.5- 8.0'	S		X	10/31/22	1130	1	X										
2.	SB-01- comp	S	X			1135	2		X	X	X	X	X					
3.	SB-02- 5.5- 6.0'	S		X		1040	1	X										
4.	SB-02- comp	S	X			1045	2		X	X	X	X	X					
5.	SB-03- 7.5- 8.0'	S		X		0940	1	X										
6.	SB-03- comp	S	X			0945	2		X	X	X	X	X					
7.																		
8.																		
9.																		
10.																		

SAMPLE CUSTODY MUST BE DOCUMENTED BELOW EACH TIME SAMPLES CHANGE POSSESSION INCLUDING COURIER DELIVERY

RELINQUISHED BY SAMPLER: 1. <u>[Signature]</u>	DATE/TIME: <u>11/1/2022</u>	RECEIVED BY: 1. <u>[Signature]</u>	Conditions of bottles or coolers at receipt: ☐ COMPLIANT ☐ NON COMPLIANT ☐ COOLER TEMP <u>31°</u> °C
RELINQUISHED BY SAMPLER: 2. <u>[Signature]</u>	DATE/TIME:	RECEIVED BY: 2. _____	Comments: _____
RELINQUISHED BY SAMPLER: 3. <u>[Signature]</u>	DATE/TIME: <u>11/1/22</u>	RECEIVED BY: 3. _____	Page <u>HAZ - 41</u> CLIENT: ☐ Hand Delivered ☐ Other _____ CHEMTECH: ☐ Picked Up ☐ Field Sampling

Shipment Complete
☐ YES ☐ NO

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-7.5-8.0	SDG No.:	N5406
Lab Sample ID:	N5406-01	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	15.1
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074734.D	1		11/04/22 13:26	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	5.90	U	1.00	5.90	ug/Kg
74-87-3	Chloromethane	5.90	U	1.20	5.90	ug/Kg
75-01-4	Vinyl Chloride	5.90	U	1.10	5.90	ug/Kg
74-83-9	Bromomethane	5.90	U	1.40	5.90	ug/Kg
75-00-3	Chloroethane	5.90	U	1.00	5.90	ug/Kg
75-69-4	Trichlorofluoromethane	5.90	U	1.10	5.90	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	5.90	U	0.85	5.90	ug/Kg
75-35-4	1,1-Dichloroethene	5.90	U	1.00	5.90	ug/Kg
67-64-1	Acetone	29.4	U	14.3	29.4	ug/Kg
75-15-0	Carbon Disulfide	5.90	U	0.88	5.90	ug/Kg
1634-04-4	Methyl tert-butyl Ether	5.90	U	1.10	5.90	ug/Kg
79-20-9	Methyl Acetate	5.90	U	1.50	5.90	ug/Kg
75-09-2	Methylene Chloride	11.8	U	7.00	11.8	ug/Kg
156-60-5	trans-1,2-Dichloroethene	5.90	U	0.80	5.90	ug/Kg
75-34-3	1,1-Dichloroethane	5.90	U	0.82	5.90	ug/Kg
110-82-7	Cyclohexane	5.90	U	0.99	5.90	ug/Kg
78-93-3	2-Butanone	29.4	U	8.60	29.4	ug/Kg
56-23-5	Carbon Tetrachloride	5.90	U	0.93	5.90	ug/Kg
156-59-2	cis-1,2-Dichloroethene	5.90	U	0.80	5.90	ug/Kg
74-97-5	Bromochloromethane	5.90	U	0.95	5.90	ug/Kg
67-66-3	Chloroform	5.90	U	0.79	5.90	ug/Kg
71-55-6	1,1,1-Trichloroethane	5.90	U	0.88	5.90	ug/Kg
108-87-2	Methylcyclohexane	5.90	U	0.94	5.90	ug/Kg
71-43-2	Benzene	5.90	U	0.78	5.90	ug/Kg
107-06-2	1,2-Dichloroethane	5.90	U	0.99	5.90	ug/Kg
79-01-6	Trichloroethene	5.90	U	0.86	5.90	ug/Kg
78-87-5	1,2-Dichloropropane	5.90	U	0.76	5.90	ug/Kg
75-27-4	Bromodichloromethane	5.90	U	0.82	5.90	ug/Kg
108-10-1	4-Methyl-2-Pentanone	29.4	U	5.40	29.4	ug/Kg
108-88-3	Toluene	5.90	U	0.74	5.90	ug/Kg
10061-02-6	t-1,3-Dichloropropene	5.90	U	0.87	5.90	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	5.90	U	0.83	5.90	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OECS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-7.5-8.0	SDG No.:	N5406
Lab Sample ID:	N5406-01	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	15.1
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074734.D	1		11/04/22 13:26	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	5.90	U	1.00	5.90	ug/Kg
591-78-6	2-Hexanone	29.4	U	5.50	29.4	ug/Kg
124-48-1	Dibromochloromethane	5.90	U	0.88	5.90	ug/Kg
106-93-4	1,2-Dibromoethane	5.90	U	0.88	5.90	ug/Kg
127-18-4	Tetrachloroethene	5.90	U	0.89	5.90	ug/Kg
108-90-7	Chlorobenzene	5.90	U	0.76	5.90	ug/Kg
100-41-4	Ethyl Benzene	5.90	U	0.82	5.90	ug/Kg
179601-23-1	m/p-Xylenes	11.8	U	1.70	11.8	ug/Kg
95-47-6	o-Xylene	5.90	U	0.93	5.90	ug/Kg
100-42-5	Styrene	5.90	U	0.93	5.90	ug/Kg
75-25-2	Bromoform	5.90	U	0.95	5.90	ug/Kg
98-82-8	Isopropylbenzene	5.90	U	0.85	5.90	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	5.90	U	1.30	5.90	ug/Kg
541-73-1	1,3-Dichlorobenzene	5.90	U	0.79	5.90	ug/Kg
106-46-7	1,4-Dichlorobenzene	5.90	U	0.74	5.90	ug/Kg
95-50-1	1,2-Dichlorobenzene	5.90	U	0.75	5.90	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	5.90	U	1.50	5.90	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	5.90	U	1.10	5.90	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	5.90	U	1.20	5.90	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	60.5		50 - 163	121%	SPK: 50
1868-53-7	Dibromofluoromethane	58.8		54 - 147	118%	SPK: 50
2037-26-5	Toluene-d8	49.6		78 - 125	99%	SPK: 50
460-00-4	4-Bromofluorobenzene	51.7		50 - 146	103%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	178000	7.875			
540-36-3	1,4-Difluorobenzene	304000	8.775			
3114-55-4	Chlorobenzene-d5	245000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	111000	13.516			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-7.5-8.0	SDG No.:	N5406
Lab Sample ID:	N5406-01	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	15.1
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074734.D	1		11/04/22 13:26	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22 11:35
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-02	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	10.3	H	1	0	0	pH		11/01/22 18:06	9045D
Ignitability	NO		1	0	0	oC		11/02/22 10:58	1030
Reactive Cyanide	0.049	U	1	0.049	0.049	mg/Kg	11/02/22 10:40	11/02/22 12:53	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	11/03/22 14:00	11/04/22 09:50	9034

Comments: pH result reported at temperature 22.3 °C

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

D = Dilution

Q = indicates LCS control criteria did not meet requirements

H = Sample Analysis Out Of Hold Time

J = Estimated Value

B = Analyte Found in Associated Method Blank

* = indicates the duplicate analysis is not within control limits.

E = Indicates the reported value is estimated because of the presence of interference.

OR = Over Range

HAZ = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-02	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	17.6
Sample Wt/Vol:	30.07	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	Diesel Range Organics
GPC Factor :		Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF011544.D	1	11/04/22 08:15	11/04/22 17:54	PB148804

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	3670		265	2020	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	12.1		37 - 130	60%	SPK: 20

Comments:

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 E = Value Exceeds Calibration Range
 P = Indicates >25% difference for detected concentrations between the two GC columns
 Q = indicates LCS control criteria did not meet requirements
 M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
 () = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-02	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	17.6
Sample Wt/Vol:	2.06	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	Gasoline Range Organics
GPC Factor :		Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB028840.D	50	11/02/22 19:12	FB110222

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	3370	J	533	6630	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	24.7		50 - 150	123%	SPK: 20

Comments:

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 MDL = Method Detection Limit
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 N = Presumptive Evidence of a Compound
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 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-02	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	17.6
Sample Wt/Vol:	30.09	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	PCB
GPC Factor :	1.0	Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PP053072.D	1	11/03/22 08:30	11/04/22 11:51	PB148774

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	20.6	U	3.70	20.6	ug/kg
11104-28-2	Aroclor-1221	20.6	U	5.70	20.6	ug/kg
11141-16-5	Aroclor-1232	20.6	U	4.80	20.6	ug/kg
53469-21-9	Aroclor-1242	20.6	U	2.90	20.6	ug/kg
12672-29-6	Aroclor-1248	20.6	U	3.60	20.6	ug/kg
11097-69-1	Aroclor-1254	20.6	U	5.10	20.6	ug/kg
37324-23-5	Aroclor-1262	20.6	U	4.00	20.6	ug/kg
11100-14-4	Aroclor-1268	20.6	U	6.90	20.6	ug/kg
11096-82-5	Aroclor-1260	20.6	U	3.90	20.6	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	20.9		40 - 162	105%	SPK: 20
2051-24-3	Decachlorobiphenyl	21.1		32 - 176	106%	SPK: 20

Comments:

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B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-02	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	17.6
Sample Wt/Vol:	30.02 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG055470.D	1	11/03/22 09:15	11/05/22 14:40	PB148777

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	210	U	89.6	210	ug/Kg
208-96-8	Acenaphthylene	210	U	83.3	210	ug/Kg
83-32-9	Acenaphthene	210	U	95.7	210	ug/Kg
86-73-7	Fluorene	210	U	95.6	210	ug/Kg
85-01-8	Phenanthrene	210	U	100	210	ug/Kg
120-12-7	Anthracene	210	U	100	210	ug/Kg
206-44-0	Fluoranthene	140	J	96.8	210	ug/Kg
129-00-0	Pyrene	120	J	90.0	210	ug/Kg
56-55-3	Benzo(a)anthracene	210	U	110	210	ug/Kg
218-01-9	Chrysene	100	J	100	210	ug/Kg
205-99-2	Benzo(b)fluoranthene	120	J	83.7	210	ug/Kg
207-08-9	Benzo(k)fluoranthene	210	U	89.3	210	ug/Kg
50-32-8	Benzo(a)pyrene	120	J	82.1	210	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	210	U	120	210	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	210	U	120	210	ug/Kg
191-24-2	Benzo(g,h,i)perylene	210	U	120	210	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	69.5		27 - 109	69%	SPK: 100
321-60-8	2-Fluorobiphenyl	69.4		30 - 103	69%	SPK: 100
1718-51-0	Terphenyl-d14	66.1		21 - 107	66%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	27300	8.229			
1146-65-2	Naphthalene-d8	112000	11.055			
15067-26-2	Acenaphthene-d10	77900	14.845			
1517-22-2	Phenanthrene-d10	184000	17.577			
1719-03-5	Chrysene-d12	193000	21.848			
1520-96-3	Perylene-d12	209000	25.215			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-02	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	17.6
Sample Wt/Vol:	30.02 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG055470.D	1	11/03/22 09:15	11/05/22 14:40	PB148777

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

HAZ - 50A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OECS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-01-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-02	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	100	U	1	30.8	100	ug/L	11/04/22 11:15	11/08/22 15:29	SW6010
7440-39-3	Barium	388	J	1	77.9	500	ug/L	11/04/22 11:15	11/08/22 15:29	SW6010
7440-43-9	Cadmium	30.0	U	1	2.60	30.0	ug/L	11/04/22 11:15	11/08/22 15:29	SW6010
7440-47-3	Chromium	50.0	U	1	10.4	50.0	ug/L	11/04/22 11:15	11/08/22 15:29	SW6010
7439-92-1	Lead	163		1	16.4	60.0	ug/L	11/04/22 11:15	11/08/22 15:29	SW6010
7439-97-6	Mercury	2.00	U	1	0.70	2.00	ug/L	11/03/22 09:25	11/03/22 13:27	SW7470A
7782-49-2	Selenium	100	U	1	35.3	100	ug/L	11/04/22 11:15	11/08/22 15:29	SW6010
7440-22-4	Silver	50.0	U	1	8.20	50.0	ug/L	11/04/22 11:15	11/08/22 15:29	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:
Color After:	Colorless	Clarity After:	Clear	Artifacts:
Comments:	TCLP METALS			

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 D = Dilution
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J = Estimated Value
 B = Analyte Found in Associated Method Blank
 * = indicates the duplicate analysis is not within control limits.
 E = Indicates the reported value is estimated because of the presence of interference.
 OR = Over Range
 HAZ - Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-5.5-6.0	SDG No.:	N5406
Lab Sample ID:	N5406-03	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	8.7
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074735.D	1		11/04/22 13:54	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	5.40	U	0.93	5.40	ug/Kg
74-87-3	Chloromethane	5.40	U	1.10	5.40	ug/Kg
75-01-4	Vinyl Chloride	5.40	U	0.99	5.40	ug/Kg
74-83-9	Bromomethane	5.40	U	1.30	5.40	ug/Kg
75-00-3	Chloroethane	5.40	U	0.97	5.40	ug/Kg
75-69-4	Trichlorofluoromethane	5.40	U	1.10	5.40	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	5.40	U	0.78	5.40	ug/Kg
75-35-4	1,1-Dichloroethene	5.40	U	0.93	5.40	ug/Kg
67-64-1	Acetone	27.1	U	13.2	27.1	ug/Kg
75-15-0	Carbon Disulfide	5.40	U	0.81	5.40	ug/Kg
1634-04-4	Methyl tert-butyl Ether	5.40	U	1.00	5.40	ug/Kg
79-20-9	Methyl Acetate	5.40	U	1.40	5.40	ug/Kg
75-09-2	Methylene Chloride	10.8	U	6.50	10.8	ug/Kg
156-60-5	trans-1,2-Dichloroethene	5.40	U	0.74	5.40	ug/Kg
75-34-3	1,1-Dichloroethane	5.40	U	0.76	5.40	ug/Kg
110-82-7	Cyclohexane	5.40	U	0.91	5.40	ug/Kg
78-93-3	2-Butanone	27.1	U	7.90	27.1	ug/Kg
56-23-5	Carbon Tetrachloride	5.40	U	0.86	5.40	ug/Kg
156-59-2	cis-1,2-Dichloroethene	5.40	U	0.74	5.40	ug/Kg
74-97-5	Bromochloromethane	5.40	U	0.88	5.40	ug/Kg
67-66-3	Chloroform	5.40	U	0.73	5.40	ug/Kg
71-55-6	1,1,1-Trichloroethane	5.40	U	0.81	5.40	ug/Kg
108-87-2	Methylcyclohexane	5.40	U	0.87	5.40	ug/Kg
71-43-2	Benzene	5.40	U	0.72	5.40	ug/Kg
107-06-2	1,2-Dichloroethane	5.40	U	0.91	5.40	ug/Kg
79-01-6	Trichloroethene	5.40	U	0.79	5.40	ug/Kg
78-87-5	1,2-Dichloropropane	5.40	U	0.70	5.40	ug/Kg
75-27-4	Bromodichloromethane	5.40	U	0.76	5.40	ug/Kg
108-10-1	4-Methyl-2-Pentanone	27.1	U	5.00	27.1	ug/Kg
108-88-3	Toluene	5.40	U	0.68	5.40	ug/Kg
10061-02-6	t-1,3-Dichloropropene	5.40	U	0.80	5.40	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	5.40	U	0.77	5.40	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OECS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-5.5-6.0	SDG No.:	N5406
Lab Sample ID:	N5406-03	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	8.7
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074735.D	1		11/04/22 13:54	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	5.40	U	0.93	5.40	ug/Kg
591-78-6	2-Hexanone	27.1	U	5.10	27.1	ug/Kg
124-48-1	Dibromochloromethane	5.40	U	0.81	5.40	ug/Kg
106-93-4	1,2-Dibromoethane	5.40	U	0.81	5.40	ug/Kg
127-18-4	Tetrachloroethene	5.40	U	0.82	5.40	ug/Kg
108-90-7	Chlorobenzene	5.40	U	0.70	5.40	ug/Kg
100-41-4	Ethyl Benzene	5.40	U	0.76	5.40	ug/Kg
179601-23-1	m/p-Xylenes	10.8	U	1.60	10.8	ug/Kg
95-47-6	o-Xylene	5.40	U	0.86	5.40	ug/Kg
100-42-5	Styrene	5.40	U	0.86	5.40	ug/Kg
75-25-2	Bromoform	5.40	U	0.88	5.40	ug/Kg
98-82-8	Isopropylbenzene	5.40	U	0.78	5.40	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	5.40	U	1.20	5.40	ug/Kg
541-73-1	1,3-Dichlorobenzene	5.40	U	0.73	5.40	ug/Kg
106-46-7	1,4-Dichlorobenzene	5.40	U	0.68	5.40	ug/Kg
95-50-1	1,2-Dichlorobenzene	5.40	U	0.69	5.40	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	5.40	U	1.30	5.40	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	5.40	U	1.00	5.40	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	5.40	U	1.10	5.40	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	63.7		50 - 163	127%	SPK: 50
1868-53-7	Dibromofluoromethane	60.2		54 - 147	120%	SPK: 50
2037-26-5	Toluene-d8	51.5		78 - 125	103%	SPK: 50
460-00-4	4-Bromofluorobenzene	52.2		50 - 146	104%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	169000	7.875			
540-36-3	1,4-Difluorobenzene	295000	8.775			
3114-55-4	Chlorobenzene-d5	240000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	106000	13.516			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-5.5-6.0	SDG No.:	N5406
Lab Sample ID:	N5406-03	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	8.7
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074735.D	1		11/04/22 13:54	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products



284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22 10:45
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-04	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.70	H	1	0	0	pH		11/01/22 18:10	9045D
Ignitability	NO		1	0	0	oC		11/02/22 11:08	1030
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	11/02/22 10:40	11/02/22 12:53	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	11/03/22 14:00	11/04/22 09:53	9034

Comments: pH result reported at temperature 22.3 °C

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

D = Dilution

Q = indicates LCS control criteria did not meet requirements

H = Sample Analysis Out Of Hold Time

J = Estimated Value

B = Analyte Found in Associated Method Blank

* = indicates the duplicate analysis is not within control limits.

E = Indicates the reported value is estimated because of the presence of interference.

OR = Over Range

HAZ = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-04	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	10.8
Sample Wt/Vol:	30.09	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	Diesel Range Organics
GPC Factor :		Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF011545.D	1	11/04/22 08:15	11/04/22 18:24	PB148804

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	3050		245	1860	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	15.6		37 - 130	78%	SPK: 20

Comments:

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 E = Value Exceeds Calibration Range
 P = Indicates >25% difference for detected concentrations between the two GC columns
 Q = indicates LCS control criteria did not meet requirements
 M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
 () = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-04	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	10.8
Sample Wt/Vol:	2.42	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	Gasoline Range Organics
GPC Factor :		Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB028841.D	50	11/02/22 19:49	FB110222

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	1430	J	419	5210	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	10.4		50 - 150	52%	SPK: 20

Comments:

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 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
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 B = Analyte Found in Associated Method Blank
 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
 () = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-04	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	10.8
Sample Wt/Vol:	30.03	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	PCB
GPC Factor :	1.0	Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PP053073.D	1	11/03/22 08:30	11/04/22 12:08	PB148774

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	19.0	U	3.40	19.0	ug/kg
11104-28-2	Aroclor-1221	19.0	U	5.30	19.0	ug/kg
11141-16-5	Aroclor-1232	19.0	U	4.40	19.0	ug/kg
53469-21-9	Aroclor-1242	19.0	U	2.70	19.0	ug/kg
12672-29-6	Aroclor-1248	19.0	U	3.30	19.0	ug/kg
11097-69-1	Aroclor-1254	19.0	U	4.70	19.0	ug/kg
37324-23-5	Aroclor-1262	19.0	U	3.70	19.0	ug/kg
11100-14-4	Aroclor-1268	19.0	U	6.40	19.0	ug/kg
11096-82-5	Aroclor-1260	19.0	U	3.60	19.0	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	19.5		40 - 162	97%	SPK: 20
2051-24-3	Decachlorobiphenyl	22.4		32 - 176	112%	SPK: 20

Comments:

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 E = Value Exceeds Calibration Range
 P = Indicates >25% difference for detected concentrations between the two GC columns
 Q = indicates LCS control criteria did not meet requirements
 M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
 () = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-04	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.8
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF131008.D	1	11/03/22 09:15	11/05/22 00:42	PB148777

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	190	U	82.7	190	ug/Kg
208-96-8	Acenaphthylene	190	U	76.9	190	ug/Kg
83-32-9	Acenaphthene	190	U	88.3	190	ug/Kg
86-73-7	Fluorene	190	U	88.2	190	ug/Kg
85-01-8	Phenanthrene	190	U	93.5	190	ug/Kg
120-12-7	Anthracene	190	U	94.0	190	ug/Kg
206-44-0	Fluoranthene	190	U	89.3	190	ug/Kg
129-00-0	Pyrene	190	U	83.0	190	ug/Kg
56-55-3	Benzo(a)anthracene	190	U	97.1	190	ug/Kg
218-01-9	Chrysene	190	U	95.7	190	ug/Kg
205-99-2	Benzo(b)fluoranthene	190	U	77.2	190	ug/Kg
207-08-9	Benzo(k)fluoranthene	190	U	82.3	190	ug/Kg
50-32-8	Benzo(a)pyrene	190	U	75.7	190	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	190	U	110	190	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	190	U	110	190	ug/Kg
191-24-2	Benzo(g,h,i)perylene	190	U	110	190	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	84.7		27 - 109	85%	SPK: 100
321-60-8	2-Fluorobiphenyl	70.0		30 - 103	70%	SPK: 100
1718-51-0	Terphenyl-d14	63.4		21 - 107	63%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	68400	6.91			
1146-65-2	Naphthalene-d8	254000	8.192			
15067-26-2	Acenaphthene-d10	127000	9.957			
1517-22-2	Phenanthrene-d10	209000	11.445			
1719-03-5	Chrysene-d12	149000	14.098			
1520-96-3	Perylene-d12	151000	15.604			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-04	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.8
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF131008.D	1	11/03/22 09:15	11/05/22 00:42	PB148777

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

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LOD = Limit of Detection

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M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

HAZ - 60A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-02-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-04	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	100	U	1	30.8	100	ug/L	11/04/22 11:15	11/08/22 15:33	SW6010
7440-39-3	Barium	1820		1	77.9	500	ug/L	11/04/22 11:15	11/08/22 15:33	SW6010
7440-43-9	Cadmium	30.0	U	1	2.60	30.0	ug/L	11/04/22 11:15	11/08/22 15:33	SW6010
7440-47-3	Chromium	50.0	U	1	10.4	50.0	ug/L	11/04/22 11:15	11/08/22 15:33	SW6010
7439-92-1	Lead	60.0	U	1	16.4	60.0	ug/L	11/04/22 11:15	11/08/22 15:33	SW6010
7439-97-6	Mercury	2.00	U	1	0.70	2.00	ug/L	11/03/22 09:25	11/03/22 13:29	SW7470A
7782-49-2	Selenium	100	U	1	35.3	100	ug/L	11/04/22 11:15	11/08/22 15:33	SW6010
7440-22-4	Silver	50.0	U	1	8.20	50.0	ug/L	11/04/22 11:15	11/08/22 15:33	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:
Color After:	Colorless	Clarity After:	Clear	Artifacts:
Comments:	TCLP METALS			

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 D = Dilution
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J = Estimated Value
 B = Analyte Found in Associated Method Blank
 * = indicates the duplicate analysis is not within control limits.
 E = Indicates the reported value is estimated because of the presence of interference.
 OR = Over Range
 HAZ - Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-7.5-8.0	SDG No.:	N5406
Lab Sample ID:	N5406-05	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	9.4
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074736.D	1		11/04/22 14:22	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	5.50	U	0.95	5.50	ug/Kg
74-87-3	Chloromethane	5.50	U	1.20	5.50	ug/Kg
75-01-4	Vinyl Chloride	5.50	U	1.00	5.50	ug/Kg
74-83-9	Bromomethane	5.50	U	1.30	5.50	ug/Kg
75-00-3	Chloroethane	5.50	U	0.98	5.50	ug/Kg
75-69-4	Trichlorofluoromethane	5.50	U	1.10	5.50	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	5.50	U	0.79	5.50	ug/Kg
75-35-4	1,1-Dichloroethene	5.50	U	0.95	5.50	ug/Kg
67-64-1	Acetone	27.5	U	13.4	27.5	ug/Kg
75-15-0	Carbon Disulfide	5.50	U	0.83	5.50	ug/Kg
1634-04-4	Methyl tert-butyl Ether	5.50	U	1.00	5.50	ug/Kg
79-20-9	Methyl Acetate	5.50	U	1.40	5.50	ug/Kg
75-09-2	Methylene Chloride	11.0	U	6.60	11.0	ug/Kg
156-60-5	trans-1,2-Dichloroethene	5.50	U	0.75	5.50	ug/Kg
75-34-3	1,1-Dichloroethane	5.50	U	0.77	5.50	ug/Kg
110-82-7	Cyclohexane	5.50	U	0.93	5.50	ug/Kg
78-93-3	2-Butanone	27.5	U	8.00	27.5	ug/Kg
56-23-5	Carbon Tetrachloride	5.50	U	0.87	5.50	ug/Kg
156-59-2	cis-1,2-Dichloroethene	5.50	U	0.75	5.50	ug/Kg
74-97-5	Bromochloromethane	5.50	U	0.89	5.50	ug/Kg
67-66-3	Chloroform	5.50	U	0.74	5.50	ug/Kg
71-55-6	1,1,1-Trichloroethane	5.50	U	0.83	5.50	ug/Kg
108-87-2	Methylcyclohexane	5.50	U	0.88	5.50	ug/Kg
71-43-2	Benzene	5.50	U	0.73	5.50	ug/Kg
107-06-2	1,2-Dichloroethane	5.50	U	0.93	5.50	ug/Kg
79-01-6	Trichloroethene	5.50	U	0.80	5.50	ug/Kg
78-87-5	1,2-Dichloropropane	5.50	U	0.72	5.50	ug/Kg
75-27-4	Bromodichloromethane	5.50	U	0.77	5.50	ug/Kg
108-10-1	4-Methyl-2-Pentanone	27.5	U	5.00	27.5	ug/Kg
108-88-3	Toluene	5.50	U	0.69	5.50	ug/Kg
10061-02-6	t-1,3-Dichloropropene	5.50	U	0.82	5.50	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	5.50	U	0.78	5.50	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OECS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-7.5-8.0	SDG No.:	N5406
Lab Sample ID:	N5406-05	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	9.4
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074736.D	1		11/04/22 14:22	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	5.50	U	0.95	5.50	ug/Kg
591-78-6	2-Hexanone	27.5	U	5.20	27.5	ug/Kg
124-48-1	Dibromochloromethane	5.50	U	0.83	5.50	ug/Kg
106-93-4	1,2-Dibromoethane	5.50	U	0.83	5.50	ug/Kg
127-18-4	Tetrachloroethene	5.50	U	0.84	5.50	ug/Kg
108-90-7	Chlorobenzene	5.50	U	0.72	5.50	ug/Kg
100-41-4	Ethyl Benzene	5.50	U	0.77	5.50	ug/Kg
179601-23-1	m/p-Xylenes	11.0	U	1.60	11.0	ug/Kg
95-47-6	o-Xylene	5.50	U	0.87	5.50	ug/Kg
100-42-5	Styrene	5.50	U	0.87	5.50	ug/Kg
75-25-2	Bromoform	5.50	U	0.89	5.50	ug/Kg
98-82-8	Isopropylbenzene	5.50	U	0.79	5.50	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	5.50	U	1.20	5.50	ug/Kg
541-73-1	1,3-Dichlorobenzene	5.50	U	0.74	5.50	ug/Kg
106-46-7	1,4-Dichlorobenzene	5.50	U	0.69	5.50	ug/Kg
95-50-1	1,2-Dichlorobenzene	5.50	U	0.70	5.50	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	5.50	U	1.40	5.50	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	5.50	U	1.00	5.50	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	5.50	U	1.10	5.50	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	65.2		50 - 163	130%	SPK: 50
1868-53-7	Dibromofluoromethane	63.5		54 - 147	127%	SPK: 50
2037-26-5	Toluene-d8	54.5		78 - 125	109%	SPK: 50
460-00-4	4-Bromofluorobenzene	55.6		50 - 146	111%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	163000	7.875			
540-36-3	1,4-Difluorobenzene	276000	8.775			
3114-55-4	Chlorobenzene-d5	230000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	99200	13.516			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-7.5-8.0	SDG No.:	N5406
Lab Sample ID:	N5406-05	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	9.4
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD074736.D	1		11/04/22 14:22	VD110422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22 09:45
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-06	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.73	H	1	0	0	pH		11/01/22 18:13	9045D
Ignitability	NO		1	0	0	oC		11/02/22 11:20	1030
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	11/02/22 10:40	11/02/22 12:53	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	11/03/22 14:00	11/04/22 09:55	9034

Comments: pH result reported at temperature 22.2 °C

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

D = Dilution

Q = indicates LCS control criteria did not meet requirements

H = Sample Analysis Out Of Hold Time

J = Estimated Value

B = Analyte Found in Associated Method Blank

* = indicates the duplicate analysis is not within control limits.

E = Indicates the reported value is estimated because of the presence of interference.

OR = Over Range

HAZ = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-06	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	9.9
Sample Wt/Vol:	30.06	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	Diesel Range Organics
GPC Factor :		Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF011548.D	1	11/04/22 08:15	11/04/22 19:53	PB148804

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	2540		243	1850	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	11.1		37 - 130	55%	SPK: 20

Comments:

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 E = Value Exceeds Calibration Range
 P = Indicates >25% difference for detected concentrations between the two GC columns
 Q = indicates LCS control criteria did not meet requirements
 M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
 () = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-06	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	9.9
Sample Wt/Vol:	2	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	Gasoline Range Organics
GPC Factor :		Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB028831.D	1	11/02/22 13:20	FB110222

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	39.0	J	10.0	125	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	25.5		50 - 150	127%	SPK: 20

Comments:

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 MDL = Method Detection Limit
 LOD = Limit of Detection
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 M = MS/MSD acceptance criteria did not meet requirements

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 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
 () = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-06	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	9.9
Sample Wt/Vol:	30.08	Units:	g
Soil Aliquot Vol:			uL
Extraction Type:		Test:	PCB
GPC Factor :	1.0	Injection Volume :	
	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PP053074.D	1	11/03/22 08:30	11/04/22 12:24	PB148774

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	18.8	U	3.40	18.8	ug/kg
11104-28-2	Aroclor-1221	18.8	U	5.20	18.8	ug/kg
11141-16-5	Aroclor-1232	18.8	U	4.40	18.8	ug/kg
53469-21-9	Aroclor-1242	18.8	U	2.70	18.8	ug/kg
12672-29-6	Aroclor-1248	18.8	U	3.30	18.8	ug/kg
11097-69-1	Aroclor-1254	18.8	U	4.70	18.8	ug/kg
37324-23-5	Aroclor-1262	18.8	U	3.70	18.8	ug/kg
11100-14-4	Aroclor-1268	18.8	U	6.30	18.8	ug/kg
11096-82-5	Aroclor-1260	18.8	U	3.60	18.8	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	19.8		40 - 162	99%	SPK: 20
2051-24-3	Decachlorobiphenyl	20.2		32 - 176	101%	SPK: 20

Comments:

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
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 P = Indicates >25% difference for detected concentrations between the two GC columns
 Q = indicates LCS control criteria did not meet requirements
 M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
 () = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-06	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	9.9
Sample Wt/Vol:	30.1 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF131009.D	1	11/03/22 09:15	11/05/22 01:14	PB148777

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	190	U	81.7	190	ug/Kg
208-96-8	Acenaphthylene	190	U	76.0	190	ug/Kg
83-32-9	Acenaphthene	190	U	87.3	190	ug/Kg
86-73-7	Fluorene	190	U	87.2	190	ug/Kg
85-01-8	Phenanthrene	190	U	92.5	190	ug/Kg
120-12-7	Anthracene	190	U	92.9	190	ug/Kg
206-44-0	Fluoranthene	190	U	88.3	190	ug/Kg
129-00-0	Pyrene	190	U	82.1	190	ug/Kg
56-55-3	Benzo(a)anthracene	190	U	96.0	190	ug/Kg
218-01-9	Chrysene	190	U	94.6	190	ug/Kg
205-99-2	Benzo(b)fluoranthene	190	U	76.3	190	ug/Kg
207-08-9	Benzo(k)fluoranthene	190	U	81.4	190	ug/Kg
50-32-8	Benzo(a)pyrene	190	U	74.9	190	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	190	U	110	190	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	190	U	110	190	ug/Kg
191-24-2	Benzo(g,h,i)perylene	190	U	110	190	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	91.1		27 - 109	91%	SPK: 100
321-60-8	2-Fluorobiphenyl	76.9		30 - 103	77%	SPK: 100
1718-51-0	Terphenyl-d14	68.6		21 - 107	69%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	71000	6.91			
1146-65-2	Naphthalene-d8	263000	8.192			
15067-26-2	Acenaphthene-d10	132000	9.957			
1517-22-2	Phenanthrene-d10	220000	11.445			
1719-03-5	Chrysene-d12	171000	14.098			
1520-96-3	Perylene-d12	179000	15.604			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-06	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	9.9
Sample Wt/Vol:	30.1	Units:	g
Soil Aliquot Vol:			uL
Extraction Type :		Decanted :	N
Injection Volume :		Level :	LOW
		GPC Factor :	1.0
		GPC Cleanup :	N
			PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF131009.D	1	11/03/22 09:15	11/05/22 01:14	PB148777

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

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D = Dilution

() = Laboratory InHouse Limit

HAZ - 70A = Aldol-Condensation Reaction Products



284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	10/31/22
Project:	DDC OEGS- Reconstruction of Henwood Pl	Date Received:	11/01/22
Client Sample ID:	SB-03-COMP	SDG No.:	N5406
Lab Sample ID:	N5406-06	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	100	U	1	30.8	100	ug/L	11/04/22 11:15	11/08/22 15:37	SW6010
7440-39-3	Barium	1410		1	77.9	500	ug/L	11/04/22 11:15	11/08/22 15:37	SW6010
7440-43-9	Cadmium	30.0	U	1	2.60	30.0	ug/L	11/04/22 11:15	11/08/22 15:37	SW6010
7440-47-3	Chromium	19.2	J	1	10.4	50.0	ug/L	11/04/22 11:15	11/08/22 15:37	SW6010
7439-92-1	Lead	60.0	U	1	16.4	60.0	ug/L	11/04/22 11:15	11/08/22 15:37	SW6010
7439-97-6	Mercury	2.00	U	1	0.70	2.00	ug/L	11/03/22 09:25	11/03/22 13:31	SW7470A
7782-49-2	Selenium	100	U	1	35.3	100	ug/L	11/04/22 11:15	11/08/22 15:37	SW6010
7440-22-4	Silver	50.0	U	1	8.20	50.0	ug/L	11/04/22 11:15	11/08/22 15:37	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:
Color After:	Colorless	Clarity After:	Clear	Artifacts:
Comments:	TCLP METALS			

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
HAZ ~~N7~~ = Spiked sample recovery not within control limits

NOTICE

THE PAGES CONTAINED IN THIS JOINT BID (JB-PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

(NO TEXT ON THIS PAGE)

JB-PAGES TABLE OF CONTENTS

SECTION A.	JOINT BID CONTRACT REQUIREMENTS AND STANDARD SPECIFICATIONS
SECTION B.	NYC UTILITY PRICE LIST
SECTION C.	JOINT BID SPECIAL SPECIFICATIONS
SECTION D.	PRIVATE UTILITIES PARTICIPATING LIST
SECTION E.	PRIVATE UTILITIES SCOPE OF WORK
SECTION F.	PRIVATE UTILITIES TEST PITS AND SKETCHES
SECTION G.	PRIVATE UTILITY DRAWING LIST

SECTION A – JOINT BID REQUIREMENTS AND STANDARD SPECIFICATIONS

SECTION A.1 - Requirements for Joint Bid Work

A. Definitions. Additional terms are defined in Standard Construction Contract.

1. "Business Days" will mean Monday through Friday, excluding holidays.
2. "City Facility(ies)" will mean any facility owned by the City, including, but not limited to, roadways, streets, highways, parkways and other thoroughfares, bridges, sewers, culverts, catch basins, chutes and water mains.
3. "Joint Bid Project(s)" will mean a construction project that the City and Utilities agree will be awarded in accordance with applicable law and will include both City Facilities and Utility Facilities.
4. "Pre-engineer" or "Pre-engineering" will mean a process undertaken by the Utilities on all Joint Bid Projects whereby the Utilities will determine and mark-out current Utility Facilities, and design the location and/or re-location of Utility Facilities in a manner that is to the extent practicable, efficient and cost-effective for both the City and the Utilities to avoid or ameliorate disturbances to the City Facilities and the Utilities Facilities, and in which the City and Utility participate in prior to the award of a Joint Bid Project contract.
5. "Price List Work" will mean work to be performed under the Price List items, excluding JB Specialty Items and Bid Items.
6. "Public Work" will mean the following: (a) construction, reconstruction, installation, alteration, maintenance, repair, grading, re-grading, regulating and improvement of roadways, highways, streets, parkways and other thoroughfares, and bridges and (b) similarly for sewers, culverts, catch basins, chutes and water mains.
7. "Shared Items" will mean the bid items in the City's construction contract in which the total cost will be paid for by the City and the Utilities in accordance with their share as mutually agreed upon.
8. "Specialty Contractor" will mean a contractor provided and paid for by the Utility, which may include the Utilities' in-house field forces.
9. "Specific Public Work Items" will mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Public Work portion of the Joint Bid Project and it is these unit price items and quantities related to the Public Work that will be bid upon and evaluated by the City for the Public Work portion of the City's construction contract.
10. "Specific Shared Items" will mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Shared Items portion of the Joint Bid Project and it is these unit prices and quantities related to Shared Items that will be bid upon and evaluated by the City for the Shared Items portion of the City's construction contract.
11. "Specific Utility Work Items" will mean a detailed set of specifications prepared by the Utilities based on the Utility's Pre-engineering that will represent the Utility Work

portion of the Joint Bid Project. The Specific Utility Work Items are composed of the Joint Bid Fixed Sum Items and JB Specialty Items, as described in Section A.2 below.

12. "Utility Facility(ies)" will mean the property owned by the Utilities, including, but not limited to, pipes, poles, conduits, wires, lines and other facilities, structures or property of the Utilities that may be below ground, at ground-level or above ground, that could disturb or interfere with the Public Work.
 13. "Utility" or "Utilities" will mean the utility entities participating in this Joint Bid Project.
 14. "Utility Work" will mean such work as is required to be performed by the Contractor during the performance of Public Work, as defined herein, in order to maintain, protect, support, shift, alter, relocate, remove, construct, and/or replace Utility Facilities at the Utilities' expense.
- B. The City is bidding jointly this Contract. The City has combined its Public Work and Utility Work into one bid contract package. All prospective bidders should be alerted to the fact that the City prepared all specifications, drawings, and all other necessary contract documents for the Public Work and Utility Work.
- C. The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for the Public Work and Utility Work. The bid items, specifications, and estimated quantities have been designed to fully compensate the Contractor for its costs to perform the Public Work and Utility Work.
- D. The Contractor agrees that its bid prices and the NYC Utility Price List prices for the Public Work and Utility Work will include all incremental costs and/ or additional compensation for performing Public Work and Utility Work including: coordination of its work with the Utilities, 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, loss of profit, other damages or impact costs that may be suffered by the Contractor because of direct or indirect obstructions due to the presence of Utility Facilities, such as conduits, ducts or duct banks containing conductors for live and/or abandoned electric, telephone, cable TV, any type of communication cables, "Non Cost Sharing" gas mains and services, steam mains, and various non-hazardous encasement materials or utility structures located within the Public Work project area.
- E. In the bid solicitation documents, the City has provided estimated quantities for both Specific Public Work Items, Specific Utility Work Items, and Specific Shared Items. Bidders are required to bid a unit price on all Work in the Bid Schedules. For the purposes of identifying the lowest responsive and responsible bidder, a bidder's unit prices bid must be calculated based on all Work, which includes the combined Specific Public Work Items, the Specific Utility Work Items, and the Specific Shared Items.
- F. If the Utility determines that the Contractor is not qualified or best suited to perform a specific scope of Utility Work, the Utility has the right to utilize their Specialty Contractors. If the Contractor claims that delays were caused by a Utility for failure to supply and/or provide Specialty Contractors in a timely manner, then the Contractor may bring a claim against the Utility. To the extent the Contractor claims that a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a court of law and may not seek arbitration over any delay claims or delay-related claims. If the Contractor and Utility initiate a legal action

against each other, this legal action will be outside the jurisdiction of the City's Contract Dispute Resolution Board process and the City will not be a party in the litigation process. Neither the Contractor nor the Utility may bring a delay claim against the City through either a court of law or the City's Contract Dispute Resolution Board process. Refer to the Standard Construction Contract for additional details. The Contractor must allow the Utility's Specialty Contractors to have reasonable access to the work area with prior notice and may, with the exception of the Utilities' in-house field forces, condition such access on proof of insurance acceptable to the Engineer.

- G. The Lower Manhattan Joint Bid Agreement, dated June 6, 2006, shall not apply to this project. The Contractor agrees that the Utilities are third-party beneficiaries of the contract for a Joint Bid Project, and that the Utilities shall be entitled to rely upon and enforce any and all terms and conditions of the Contract for a Joint Bid Project as it pertains to the Contractor and the performance of the Shared Items and Utility Work.

SECTION A.2 – Price List Method

A. This Contract has been prepared using the Price List Method. The Price List Method consists of all of the following.

1. The Contractor bids on the items listed in the Bid Schedule (“Bid Items”)
2. The Contractor agrees that the prices listed for items in the Price List (“PL Items”) represent full and complete compensation for the Specific Utility Work Items listed in the NYC Utility Price List. The NYC Utility Price List prices are fixed for the duration of the Contract, regardless of any time extensions. Overtime costs incurred during the performance of the Price List Work are reimbursable in accordance with Section G.2 below.
3. The Bid Schedule contains Joint Bid Fixed Sum Items (“JB FS Items”) that will be used for payment of Utility Work. These items may include:

Item No.	Description	Unit
JB-FS-AL	ALTICE JB FIXED SUM	F.S.
JB-FS-CC	CROWN CASTLE JB FIXED SUM	F.S.
JB-FS-CE	CON EDISON JB FIXED SUM	F.S.
JB-FS-EX	EXTNET JB FIXED SUM	F.S.
JB-FS-NG	NATIONAL GRID JB FIXED SUM	F.S.
JB-FS-LI	LIPA-PSEG JB FIXED SUM	F.S.
JB-FS-RC	RCN JB FIXED SUM	F.S.
JB-FS-SP	CHARTER-SPECTRUM-TW JB FIXED SUM	F.S.
JB-FS-VZ	ECS-VERIZON JB FIXED SUM	F.S.

4. If this Contract contains Specialty JB items that are not covered by the NYC Utility Price List (“JB Specialty Items”), the Contractor will bid on the JB Special items listed in the separate JB Specialty Item Bid Schedule. For clarity, standard City items that are not used in the Bid Schedule may be used as JB Specialty Items.
- B. Any costs that are to be paid for by the Utility will be paid according to the JB FS Items, whether the work is a Bid Item, PL Item, or JB Specialty Item.
- C. There is no restriction as to which items may be used to pay for Utility Work – any Bid Item, PL Item (regardless of the utility), or JB Specialty Item (regardless of the utility) may be used. Utility may use any applicable item from the Bid Items, the PL Items, or the JB Specialty Items, whether for anticipated or unanticipated Utility work, regardless of whether the item is considered or defined as a City item, such Utility’s item, or another Utility’s item. In consultation with the Utilities, the Engineer is responsible for verifying the applicability of items proposed for use by the Utilities in accordance with any agreement in effect between the City and the Utilities. The arbitrator(s) under Section A.4 shall have the sole and exclusive authority to determine which items are applicable should there be a dispute between any Utility and the Contractor on such issue.
- D. Quantities of work to be paid for under the JB FS Items must be tracked separately from the quantities of work paid for under the Bid Items. The method and format of separate tracking must be submitted to the Engineer for review and processing.
- E. Overruns:
1. Bid Items: Quantities of Bid Items paid for according to the JB FS Items are not overruns for the purpose of Standard Construction Contract Article 26.1. However, if

the City negotiates a new unit price for an item per Article 26.1, that new unit price will also be used for payment under the JB FS Items.

2. JB FS Items: The City will not pay the Contractor directly when there is an overrun of the JB FS Items, except when the City's RE determines that such overruns are caused by field conditions impacting planned City work, or scope of work changes. Overruns not paid by City will be paid directly to Contractor by the Utility at the established unit rate for the Bid Items, the PL Items, or the JB Specialty Items and according to the same retainage requirements as applicable between the City and the Contractor. In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

In the event that funds are insufficient in the Utility budget code to continue payments under the JB FS Item, the Engineer may determine that all future payments under the JB FS Item are overruns, and will be paid directly to the Contractor by the Utility as specified in the paragraph above.

F. Extra Work:

1. If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Contract, then the Contractor must immediately notify the City and the Utility in writing, describing the nature and location of the extra work in question. The Utility then has five (5) business days to investigate the conditions and then either:
 - i. 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;
 - ii. Advise the Contractor and the City in writing that the Contract items provide for the scope of work encountered, specifying the exact unit items that cover the work;
 - iii. Advise the Contractor and the City in writing that it intends to perform the necessary utility work with Utility forces or with Specialty Contractors, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Utility must 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 Utility's schedule by the City, the Contractor must provide access to the worksite to the Utility and/or any Specialty 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 Utility.
 - iv. 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 Contract, including, but not limited to, relocating, supporting, and/or protecting the Utility's facilities, and/or shifting the City facility if approved by the Engineer, and/or otherwise changing its operations to work in the presence of the Utility's facilities. Should the Utility elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

2. For items not included in the Bid Items, PL Items, or JB Specialty Items (“Utility Extra Work”), the Utility and the Contractor will directly negotiate unit rates, lump sum amounts, or agree to payment on a Time and Material Basis. In this case, the requirements above for overruns apply for payment. The Utility may select whether the Extra Work will be paid under the appropriate JB FS Item or paid directly from the Utility, unless such payment would cause an overrun of the JB FS Item and the Extra Work will be paid directly from the Utility. In this case, the requirements above for overruns apply for payment. If Extra Work agreed to on a Time and Material Basis is not calculated in accordance with Article 26 of the Standard Construction Contract, this Extra Work must be paid directly to the Contractor by the Utility.

In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

G. Overtime on Utility Work:

1. Acceleration of Utility Work

The Contractor will be paid under this article for Utility Work deemed necessary by the Commissioner (in consultation with the Utility) to accelerate Specific Utility Work Items during critical periods. Such accelerated Utility Work includes:

- A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which must be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,
- B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,
- C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner (in consultation with the Utility) that result in additional costs to perform Contract Work as specified.

Such accelerated Utility Work must be paid for under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract.

Payment made under this article must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

2. Overtime on Price List Work

When Price List Work is performed off shift or on weekends, 100% of the premium portions of overtime pay will be paid under this Section.

For clarity, overtime pay on Price List Work performed during the hours stated in the OCMC Traffic Stipulations included in the solicitation is eligible for reimbursement under this article.

Such overtime costs will be paid under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract, with no compensation for overhead and profit.

Payment made under this Section will cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

SECTION A.3 - Standard Specifications for Joint Bid Work

- A. The Contractor is be responsible for performing work in accordance with the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", dated August 1, 2005, as amended below and in Section C.
- B. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 450, pages 56, 57, and 58;

Note: Items under JB 450 are task driven operation items and are not based on crew size. These items are divided into three unique types, each of which provides a description of applicability and typical use. The "Method of Measurement", on page 57, states that "The actual crew performing the operation will not be considered by the facility operator, in consultation with the Resident Engineer, when determining the applicable Unit Item Type, which will be only as per the task performed."

- C. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article A. Description;

Delete the last four lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";

Substitute the following revised text: "accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost will be deemed included in this item."

- D. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article B. Materials;

Delete the first sentence in its entirety, beginning with the words: "Furnish Controlled Low Strength Material fill or backfill . . ."; Substitute the following revised sentence: "Furnish Controlled Low Strength Material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification."

- E. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article A. Description;

Delete the last five lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";

Substitute the following revised text: “accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost will be deemed included in this item.”

- F. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 226, page 12, Article B. Materials;

Delete the first sentence in its entirety, beginning with the words: “Furnish controlled low strength material fill or backfill . . .”;

Substitute the following revised sentence: “Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification.”

- G. Section JB 350 is not applicable and deemed deleted. The Contractor will not be paid separately to modify means and methods around overhead utilities; those costs must be included in the prices bid for all work.
- H. Section JB 900 is not applicable and deemed deleted.

SECTION A.4 – Resolution of Certain Disputes Arising Between the Contractor and the Utilities
(Appendix “JB-A”)

A.1.0 Applicability. In recognition of the usefulness of a process of alternative dispute resolution for its efficiency, speed and cost-effectiveness in managing conflict and settling disputes that may arise under, or by virtue of, these special provisions of Joint Bidding, the City and Utilities have agreed to the procedures set forth in this **Appendix “JB-A.”** Accordingly, this **Appendix “JB-A”** will apply to disputes between the Contractor and the Utilities that arise in relation to this Contract, except for those disputes between the Contractor and the Utilities relating to delay claims, as described in Section A.1, Article F of these JB-Pages.

A.1.1 The Utilities’ Responsibilities. If the Utility identifies an issue in the payment requisition for the Utility Work, the Utility will immediately notify the City and the Contractor by a written notice. After sending such written notice, the Utility agrees to meet with the Contractor to resolve the issue. If the issue cannot be resolved, then the Utility or the Contractor will seek to resolve the issue through the arbitration process as set forth herein.

A.1.2 No Extra Or Disputed Work. If the Utility determines that the alleged extra Utility Work or the disputed Utility Work is part of the City’s Contract Documents and denies the Contractor’s claim or request for a change order, then after receiving the Utility’s written response, the Contractor will either accept the Utility’s determination or immediately seek to have the issue resolved through the arbitration process as set forth herein.

A.1.3 Extra Work. If the Utility determines that there is extra Utility Work, the extra Utility Work will be paid for based on the contract rates as set forth in A.2 of these JB-Pages. If all or a portion of the agreed upon extra Utility Work items are not in the contract rates, then the Utility and the Contractor will negotiate the cost of the extra Utility Work with each other with the understanding that the performance of Public and Utility Work will continue during all negotiations and discussions. If the parties reach an agreement on cost for the extra Utility Work, then the Contractor and the Utility will submit to the City’s RE a copy of the agreed upon prices together with supporting documentation. If the parties do not reach an agreement on cost for the extra Utility Work, then the parties will immediately arbitrate the issue as set forth herein.

A.2.0 Joint Bid Projects. Disputes that arise under this Appendix, as described above in paragraph A.1.0, will be resolved in accordance with the provisions of this **Appendix “JB-A”**. **Appendix “JB-A”** will NOT apply to any disputes between the City and the Contractor, or any disputes between the City and the Utilities. Since the arbitration of Utility interference disputes, as described in Article A.1.0 above, is a matter solely between the Utilities and the Contractor, and since the parties agree to reduce or eliminate any costs to the City relating to any arbitration pursuant to this **Appendix “JB-A”**, the parties hereby agree that:

A.2.1 The City will not be a party in the arbitration process;

A.2.2 Neither the Contractor nor the Utilities will call as a witness in the arbitration process any City employee, agent or consultant, including the City’s RE, his staff or City inspection personnel;

A.2.3 The City will not be responsible for any costs, fees or monetary awards or price adjustments associated in any way with the arbitration process described in this **Appendix “JB-A”**; and

A.2.4 Notwithstanding Articles A.2.1 and A.2.2, the City’s obligation to furnish information to the parties will be limited to those requests as set forth under the New York State Freedom of Information Law, as amended.

A.3.0 Pre-Arbitration Procedures.

A.3.1 Should a dispute arise between any Utility and the Contractor pursuant to Article A.1.0 of this Appendix, the disputing party will notify the City and the other party in writing within two (2) Business Days of the dispute that a dispute exists, and briefly describe; (i) the nature of the dispute; and (ii) the proposed resolution and rationale supporting its proposal.

A.3.2 After notifying the City of the dispute, the disputing parties will have fifteen

(15) Business Days to meet, discuss the issues, exchange documents and/or exchange offers with due diligence and in good faith in order to reach an agreement and resolve the dispute.

- A.3.3. If the disputing parties reach an agreement, they will immediately notify the City in writing that the dispute has been resolved and describe the terms of the resolution.
- A.3.4. If the disputing parties have not reached an agreement within fifteen (15) Business Days of the date the City was first notified of the dispute, the Contractor will, within five (5) Business Days thereafter, submit to the Utility a written Final Offer, which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work which the Contractor contends are not covered by application of the contract rates; and (ii) a detailed breakdown of the Contractor's proposed prices (e.g., unit prices and quantities) for such work.
- A.3.5. Upon receipt of the Contractor's Final Offer, the Utility will, within five (5) Business Days, either accept the Contractor's Final Offer or submit to the Contractor a written Final Offer which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work, if any; and (ii) a detailed breakdown of the Utility's proposed prices (e.g., unit prices and quantities) for such work, if applicable.
- A.3.6. Once Final Offers have been exchanged by the parties, they may not be modified or withdrawn by either party except by mutual agreement or final settlement of the dispute.
- A.3.7. Upon exchange of Final Offers, the Contractor will have three (3) Business Days, to either accept or reject the Utility's Final Offer. If the Contractor rejects the Utility's Final Offer, then either the Contractor or the Utility will submit the dispute to the American Arbitration Association ("AAA") to be resolved in accordance with the Construction Industry Arbitration Rules ("Rules") in effect on the date the arbitration is initiated, except as such Rules are modified herein.
- A.3.8. Each of the steps described above will be a condition precedent to the obligations of the parties in succeeding steps. Since **Time is of the Essence**, should either party fail to comply with any of the pre-arbitration procedures described above, that party will be deemed to be in default. If, upon receipt of written notice of default by the other party, the defaulting party has not cured the default within three (3) Business Days, the other party may proceed to arbitration solely on the issue of whether the defaulting party was in default of these pre-arbitration procedures. If, after hearing evidence, the arbitrator(s) determine that the defaulting party was in default of these pre-arbitration procedures, then the arbitrator(s) will enter a final decision in favor of the other party in accordance with the Final Offer submitted by the other party or, if no Final Offer has been submitted prior to the default, according to the last written proposal submitted by the other party.

A.4.0 General Provisions.

- A.4.1. The Utility agrees to pay for any disputed or extra Utility Work while the arbitration proceeding is pending based on the Utility's Final Offer.
- A.4.2. All determinations by the parties required by this **Appendix "JB-A"** will be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.
- A.4.3. The Utility agrees to copy the City on all communications involving the arbitration process and to notify the City of the final determination.
- A.4.4. The Utility agrees to pay the Contractor directly for any final settlement for extra Utility Work that may be agreed to by the Utilities and the Contractor or any final award for extra Utility Work issued by the arbitrator(s), less credits for any payments previously made by the Utility to the Contractor.
- A.4.5. All of the contract defined terms will apply here, as if they were re-stated herein.

- A.4.6 Since **Time Is Of The Essence** on all Joint Bid Projects, whenever there is a dispute pursuant to this **Appendix “JB-A”**, the terms of the City’s Construction Contract will remain in full force and effect, and the Contractor will continue performing all of the Contract Work and the Utility Work as directed by the City.
- A.4.7 The timeframes set forth herein have been established to ensure that the Joint Bid Project does not stop for any disputes between the Contractor and the Utility.
- A.4.8 All of the timeframes are measured in Business Days, which include Monday, Tuesday, Wednesday, Thursday and Friday, but exclude holidays.
- A.4.9 For all disputes that arise under **Appendix “JB-A”**, the City’s role will be limited to receiving copies of all written communications.
- A.4.10 The Contractor and all subcontractors hired by it agree to waive any rights they may have, if any, under law, equity, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives or so-called “order outs” under the New York City Administrative Code, to require any or all of the Utilities to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove Utility facilities in connection with work to be performed under this contract. However, nothing in this Agreement will preclude the City from exercising its rights under the law, including the right to issue such a directive to a Utility.
- A.4.11 Each Utility will be named as an additional insured on all insurance policies required to be maintained by the Contractor in connection with the Joint Bid Project. The actual incremental cost, if any, to the Contractor of providing such insurance coverage will be borne by the Contractor. The Contractor will provide a written statement from its insurance provider documenting this added coverage to the Utility. Under no circumstances will the cost of insurance coverage on behalf of the Utility be borne by the City. Nothing in this paragraph will 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, with regard to any Utility Work performed in accordance with or through this **Appendix “JB-A”**, the Utility 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 Utility regulations.

A.5.0 The Arbitration Procedures.

- A.5.1 Once the AAA has appointed an arbitrator(s), the arbitration will be scheduled as promptly as possible given the arbitrator(s) and the parties’ schedules.
- A.5.2 No later than fourteen (14) calendar days prior to the first day of arbitration, the Utility and Contractor will submit to the arbitrator(s), and to each other, a summary of each party’s respective position, all documentary, photographic or physical evidence on which the party intends to rely, and such other information as is deemed appropriate, along with a copy of each party’s “Final Offer” as described above.
- A.5.3 The arbitration will be conducted and concluded in two (2) days.
- A.5.4 On the morning of the first (1st) day of the arbitration, Contractor and/or representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, Contractor will not be permitted to produce any evidence that has not already been provided to the Utility and the arbitrator(s) pursuant to Paragraph A.5.2, above. Contractor will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.
- A.5.5 After the Contractor’s presentation, Utility and/or its representatives will have 2 hours to ask the Contractor questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Contractor questions about its claim and its presentation.

- A.5.6 On the morning of the second (2nd) day of the arbitration, Utility and/or its representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, the Utilities will not be permitted to produce any evidence that has not already been provided to the Contractor and the arbitrator(s) pursuant to Paragraph A.5.2, above. The Utility will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.
- A.5.7 After the Utility's presentation, the Contractor and/or its representatives will have 2 hours to ask the Utility questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Utility questions about its claim and its presentation.
- A.5.8 Subject to the above maximum time limitations set forth above, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- A.5.9 The arbitrator(s) will then have one (1) week to select in writing, as the arbitrators' award, that party's Final Offer that appears to be more reasonable, based on the presentations at the arbitration hearings.
- A.5.10 The arbitrator(s) will have no discretion to grant an award other than one of the two (2) Final Offers submitted by the parties.
- A.5.11 The arbitration award will be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.
- A.5.12 Any award for work that has already been performed will 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 will be paid within thirty (30) calendar days of completion of work. Interest will accrue from the date payment is due at the rate of nine (9%) percent per annum. Either party may cause judgment to be entered in accordance with the decision of the arbitrator(s) in a court in the State of New York, County of New York.
- A.5.13 The Utility and the Contractor initially will share the arbitrator's(s') fees and any other costs of the arbitration equally. The non-prevailing party will then pay all arbitrator's(s') fees and costs of the arbitration and will reimburse the prevailing party for its share of such fees and costs theretofore paid.
- A.5.14 The parties may, at any time, settle any matter submitted to arbitration.
- A.5.15 Since **Time is of the Essence**, should any party, at any time after the dispute has been submitted for arbitration, materially fail to comply with: (i) the Rules, (ii) any of these arbitration procedures, or (iii) any procedural decisions by the arbitrator(s), then the arbitrator(s) will enter an order directing the party to cure its non-compliance within five (5) Business Days. If the party fails to comply with the order of the arbitrator(s) order within the five (5) Business Days, upon receipt of evidence that the non-complying party has failed to comply with the arbitrator's(s') order, the arbitrator(s) will enter a final decision in favor of the other party in accordance with the other party's Final Offer.

END OF JB-PAGES SECTION A
(NO FURTHER TEXT ON THIS PAGE)

SECTION B. NYC JOINT BID ITEM PRICE LIST

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .1)	EACH	\$ 620
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2)	EACH	\$ 929
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .3)	EACH	\$ 1,219
JB 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .4)	EACH	\$ 1,482
JB 100.5	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .5)	EACH	\$ 2,039
JB 100.6	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .6)	EACH	\$ 2,179
JB 100.7	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .7)	EACH	\$ 2,363
JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EACH	\$ 3,099
JB 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EACH	\$ 3,556
JB 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EACH	\$ 4,796
JB 101.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .4)	EACH	\$ 5,075
JB 101.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .5)	EACH	\$ 6,144
JB 101.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .6)	EACH	\$ 6,723
JB 101.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .7)	EACH	\$ 6,805
JB 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EACH	\$ 3,861
JB 102.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2)	EACH	\$ 4,338
JB 102.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .3)	EACH	\$ 5,176
JB 102.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .4)	EACH	\$ 5,919
JB 102.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .5)	EACH	\$ 6,558
JB 102.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .6)	EACH	\$ 6,945
JB 102.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .7)	EACH	\$ 8,151
JB 103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)	EACH	\$ 4,525
JB 103.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .2)	EACH	\$ 5,318

JB-B2

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 103.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .3)	EACH	\$ 6,616
JB 103.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .4)	EACH	\$ 7,779
JB 103.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .5)	EACH	\$ 9,308
JB 103.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .6)	EACH	\$ 9,978
JB 103.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .7)	EACH	\$10,648
JB 104.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .1)	EACH	\$ 4,982
JB 104.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .2)	EACH	\$ 5,510
JB 104.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .3)	EACH	\$ 6,575
JB 104.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .4)	EACH	\$ 7,388
JB 104.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .5)	EACH	\$ 8,602
JB 104.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .6)	EACH	\$ 9,000
JB 104.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .7)	EACH	\$ 9,568
JB 105.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .1)	EACH	\$ 5,343
JB 105.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .2)	EACH	\$ 5,913
JB 105.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .3)	EACH	\$ 7,304
JB 105.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .4)	EACH	\$ 8,506
JB 105.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .5)	EACH	\$10,209
JB 105.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .6)	EACH	\$10,831
JB 105.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .7)	EACH	\$10,150
JB 106.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .1)	EACH	\$ 5,584
JB 106.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .2)	EACH	\$ 6,161
JB 106.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .3)	EACH	\$ 7,595
JB 106.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .4)	EACH	\$ 8,828

JB-B3

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 106.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .5)	EACH	\$10,460
JB 106.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .6)	EACH	\$11,090
JB 106.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .7)	EACH	\$11,719
JB 107.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .1)	EACH	\$ 5,894
JB 107.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .2)	EACH	\$ 6,583
JB 107.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .3)	EACH	\$ 8,017
JB 107.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .4)	EACH	\$ 9,305
JB 107.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .5)	EACH	\$11,170
JB 107.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .6)	EACH	\$11,598
JB 107.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .7)	EACH	\$12,026
JB 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	EACH	\$ 945
JB 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	EACH	\$ 1,627
JB 108.3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	EACH	\$ 2,317
JB 108.4	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	EACH	\$ 2,959
JB 108.5	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .5)	EACH	\$ 3,450
JB 108.6	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .6)	EACH	\$ 3,864
JB 108.7	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .7)	EACH	\$ 4,735
JB 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EACH	\$ 1,370
JB 109.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EACH	\$ 1,904
JB 109.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EACH	\$ 2,576
JB 109.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EACH	\$ 3,298
JB 109.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	EACH	\$ 3,822
JB 109.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .6)	EACH	\$ 4,284

JB-B4

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 109.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .7)	EACH	\$ 4,440
JB 110.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1)	EACH	\$ 1,786
JB 110.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2)	EACH	\$ 2,302
JB 110.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .3)	EACH	\$ 2,971
JB 110.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .4)	EACH	\$ 3,753
JB 110.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .5)	EACH	\$ 4,391
JB 110.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .6)	EACH	\$ 5,050
JB 110.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .7)	EACH	\$ 5,906
JB 111.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1)	EACH	\$ 2,224
JB 111.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2)	EACH	\$ 2,976
JB 111.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3)	EACH	\$ 3,959
JB 111.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .4)	EACH	\$ 5,038
JB 111.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .5)	EACH	\$ 5,947
JB 111.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .6)	EACH	\$ 6,745
JB 111.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .7)	EACH	\$ 8,427
JB 112.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .1)	EACH	\$ 2,220
JB 112.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .2)	EACH	\$ 2,877
JB 112.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .3)	EACH	\$ 3,993
JB 112.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .4)	EACH	\$ 5,147
JB 112.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .5)	EACH	\$ 6,037
JB 112.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .6)	EACH	\$ 6,794
JB 112.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .7)	EACH	\$ 8,029
JB 113.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .1)	EACH	\$ 2,557

JB-B5

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 113.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .2)	EACH	\$ 3,464
JB 113.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .3)	EACH	\$ 4,602
JB 113.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .4)	EACH	\$ 5,784
JB 113.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .5)	EACH	\$ 6,644
JB 113.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .6)	EACH	\$ 7,488
JB 113.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .7)	EACH	\$ 8,714
JB 114.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .1)	EACH	\$ 2,699
JB 114.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .2)	EACH	\$ 3,897
JB 114.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .3)	EACH	\$ 5,850
JB 114.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .4)	EACH	\$ 7,595
JB 114.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .5)	EACH	\$ 8,990
JB 114.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .6)	EACH	\$ 9,950
JB 114.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .7)	EACH	\$10,260
JB 115.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .1)	EACH	\$ 3,112
JB 115.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .2)	EACH	\$ 4,458
JB 115.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .3)	EACH	\$ 6,569
JB 115.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .4)	EACH	\$ 8,658
JB 115.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .5)	EACH	\$10,240
JB 115.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .6)	EACH	\$11,241
JB 115.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .7)	EACH	\$11,633
JB 116.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .1)	EACH	\$ 3,377
JB 116.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .2)	EACH	\$ 4,852
JB 116.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .3)	EACH	\$ 7,016

JB-B6

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 116.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .4)	EACH	\$ 9,344
JB 116.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .5)	EACH	\$11,085
JB 116.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .6)	EACH	\$12,198
JB 116.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .7)	EACH	\$12,592
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	\$ 261
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	\$ 4,352
JB 225.1B	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	\$ 4,925
JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	\$ 2,176
JB 225.2B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	\$ 2,749
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	\$ 1,998
JB 300A	SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG)	C.Y.	\$ 338
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	C.Y.	\$ 281
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	C.Y.	\$ 319
JB 301	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPE	C.Y.	\$ 427
JB 303	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	\$ 224
JB 306	SPECIAL CARE EXCAVATION AND BACKFILLING WITHIN A CITY TRENCH	C.Y.	\$ 294
JB 330E	SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION	L.F.	\$ 192
JB 330G	SUPPORTS FOR PARALLEL FULLY EXPOSED GAS MAINS IN TRENCH	EACH	\$ 1,764
JB 330T1	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH	L.F.	\$ 166
JB 330T2.1	COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED	L.F.	\$ 373
JB 330T2.2	COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED	L.F.	\$ 483

JB-B7

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EACH	\$ 1,533
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	\$ 355
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	\$ 380
JB 401A	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	\$ 378
JB 401AC	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	\$ 378
JB 401AT	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT	C.Y.	\$ 378
JB 402.1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 76
JB 402.1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 87
JB 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 50
JB 402.2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 62
JB 402T.1	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 76
JB 402T.1A	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 83
JB 402T.2	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 55
JB 402T.2A	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 71
JB 402T.3	ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER	L.F.	\$ 107
JB 402T.J1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 76

JB-B8

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 402T.J1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 86
JB 402T.J2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 63
JB 402T.J2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 71
JB 402T.R1A	EXISTING CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 79
JB 402T.R2A	EXISTING NON - CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 63
JB 402T.V1	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 78
JB 402T.V1A	EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 53
JB 402T.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 65
JB 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 73
JB 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	\$ 398
JB 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING	C.Y.	\$ 482
JB 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	\$ 332
JB 410.1	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% (TYPE .1)	C.Y.	\$ 397
JB 410.2	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2)	C.Y.	\$ 473
JB 410.3	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3)	C.Y.	\$ 553

JB-B9

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 410.4	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% (TYPE .4)	C.Y.	\$ 682
JB 410.5	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	C.Y.	\$ 772
JB 410.6	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	C.Y.	\$ 809
JB 410.7	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .7)	C.Y.	\$ 897
JB 410.8	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .8)	C.Y.	\$ 985
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	CREW/HR	\$ 382
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	CREW/HR	\$ 538
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CREW/HR	\$ 1,294
JB 450.5	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .5) PIPE-RIPPING SUPPORT	CREW/HR	\$ 1,089
JB 636 EA	ADJUSTMENT OF UTILITY HARDWARE (UNDER 7" WIDTH)	EACH	\$ 229
JB 636 EB	ADJUSTMENT OF UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	\$ 385
JB 636 EC	ADJUSTMENT OF UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	\$ 981
JB 636 ED	ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	\$ 1,029
JB 636 EE	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	\$ 1,176
JB 636 EG	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	\$ 1,323
JB 636 EH	ADJUSTMENT OF UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	\$ 1,485
JB 636 EI	ADJUSTMENT OF UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	\$ 1,638
JB 636 MA	ADJUSTMENT OF UTILITY HARDWARE 7" to 30" MILLING / RESURFACING	EACH	\$ 140
JB 636 MB	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	\$ 169
JB 636 MC	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	\$ 184
JB 636 MD	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	\$ 198

JB-B10

12/11/2023

Fiscal Year 2025

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 636 ME	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	\$ 223
JB 636 MG	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	\$ 253
JB 636 MH	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	\$ 287
JB 636 MI	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	\$ 323
JB 636 SB	ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH)	EACH	\$ 263
JB 636 SC	ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)	EACH	\$ 778
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	\$ 146
JB 711	USE SHEETING LINE AS FORM	L.F.	\$ 7
JB 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EACH	\$ 1,742
JB 798	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 359
JB 799	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 113
JB 800	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 269
JB 801	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 137
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	S.F.	\$ 6
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	L.F.	\$ 13
JB 803.1	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT)	L.F.	\$ 12
JB 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)	L.F.	\$ 24
JB 803.3	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ASPHALT, CONCRETE AND BELGIAN BLOCK ROADWAY REMOVAL OPERATIONS	L.F.	\$ 34

JB-B11

**END OF JB-PAGES SECTION B
(NO FURTHER TEXT ON THIS PAGE)**

SECTION C. JOINT BID SPECIAL SPECIFICATIONS

MODIFIED SPECIFICATIONS

The specifications listed below supersede the specifications found in the "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN (Issued: August 1st, 2005)"

[illegible]

JB 225 – INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required to support and/or protect the integrity of utility facilities required during the excavation, installation and removal of catch basins within maximum excavation limits shown on sketch JB 225. This shall include but not be limited to the following types of utility facilities:

1. Conduits
2. Cables
3. Concrete encased conduit duct banks
4. Steel pipes
5. Steam facilities
6. Oil-o-static facilities, and
7. Non-Cost sharing gas facilities

encroaching the catch basin excavation and sheeting lines as described further in this section and attached sketch JB 225.

B. Materials

Furnish slurry fill or backfill as required. All materials used to support and protect utility facilities shall be as indicated on standard Sketches JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F, contained elsewhere in these specifications, shall be supplied by the Contractor and approved by the facility operator(s).

C. Methods of Construction

The Contractor shall use sheeting methods that permit maintenance, support and protection of all utility facilities covered by this section. It is the intent of this item to support, maintain and protect any and all combinations and configurations of utility facilities located within limits indicated on sketch JB 225. For the construction of Type III catch basins, the spillway shall be constructed in a separate stage where the excavation limits may be waived after the basin structure has been installed and backfilled. Excavation for the spillway shall not exceed 3' beyond the exterior finished surface of the proposed spillway. Excavation method for spillway construction shall be done by hand. Utility facilities located within the catch basin footprint, are not covered by this section and shall be removed or adjusted by the Contractor under other JB items or by facility operator at their own expense. This section shall then cover the adjusted facilities.

Utility facilities located beyond the established maximum payment limits are not affected by work specified and shall not be disturbed during any type of catch basin installation and/or removal. Contractor shall be solely and totally responsible for support, maintain and protect, any disturbances and/or any damages to such facilities at his expense. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick

and shovel and/or hand held power tools) directly below the pavement base to expose the facilities and to ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility interference.

D. Method of Measurement

The quantity to be measured for payment shall be each basin where utility facilities are located within the limits indicated on sketch JB 225. Utility facilities located within the catch basin footprint shall be removed or adjusted by the contractor under other JB items. This section shall then cover the adjusted facilities. Payment will be made only one time at locations where a new catch basin is to be installed at the same location as a preexisting catch basin as specified on contract drawings. For the purpose of this item, "same location" shall mean within 10ft of the preexisting basin location.

JB 225.1A – Installation and removal of catch basins with utility interferences (EA)

JB 225.1B – Installation and removal of catch basin with utility interference at an additional depth of up to 3 feet (EA)

JB 225.2A – Installation of catch basins with utility interferences (EA)

JB 225.2B – Installation of catch basins with utility interferences at an additional depth of up to 3 feet (EA)

JB 225.3A – Removal of catch basins with utility interferences. This item shall be applied only in situations where the catch basin is being removed and not replaced. This item requires complete removal of the catch basin including the floor. (EA)

E. Price to Cover

For JB items 225.1A & 225.2A – The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely support and protect and maintain the integrity of the utilities without disruption of service to the customers and in accordance with other types of utility items. The price shall also include the cost of: supports, slings and beams installed for utility support; changes of sheeting method and configuration where necessary to accommodate the utility; a combination of hand and machine excavation within the payment limits specified; the disposal of excess backfill material; the placing of backfill material adjacent to catch basins within the maximum payment limits shown on sketch JB 225; backfilling and compacting around over, under and in between utility facilities; installation and removal of sheeting around facilities; support and protection of utility facilities encountered during construction of the spillway. The price shall also cover any additional excavations including hand and hand and machine excavations under and in between single and multiple facilities; and/or in between utility facilities and other existing structures. The unit price shall be deemed to cover all incremental cost for all labor, material, equipment, and incidentals necessary to excavate, install and/or remove specified catch basins while completely supporting, protecting, maintaining and/or adjusting the catch basin to accommodate the integrity of the encroaching utility facilities without disruption of service to the customers in accordance with the contract documents. All cost to support maintain, protect, and accommodate the integrity of utility facilities shall be deemed included in the price for this item. The price shall also cover all additional restricted excavating, sheeting, backfilling, and

compaction around, over, under, and between utility facilities and all other existing structures and/or newly installed and/or removed catch basin.

For JB items 225.1B and .2B – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus installation of the catch basin at an additional depth of up to three feet. Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

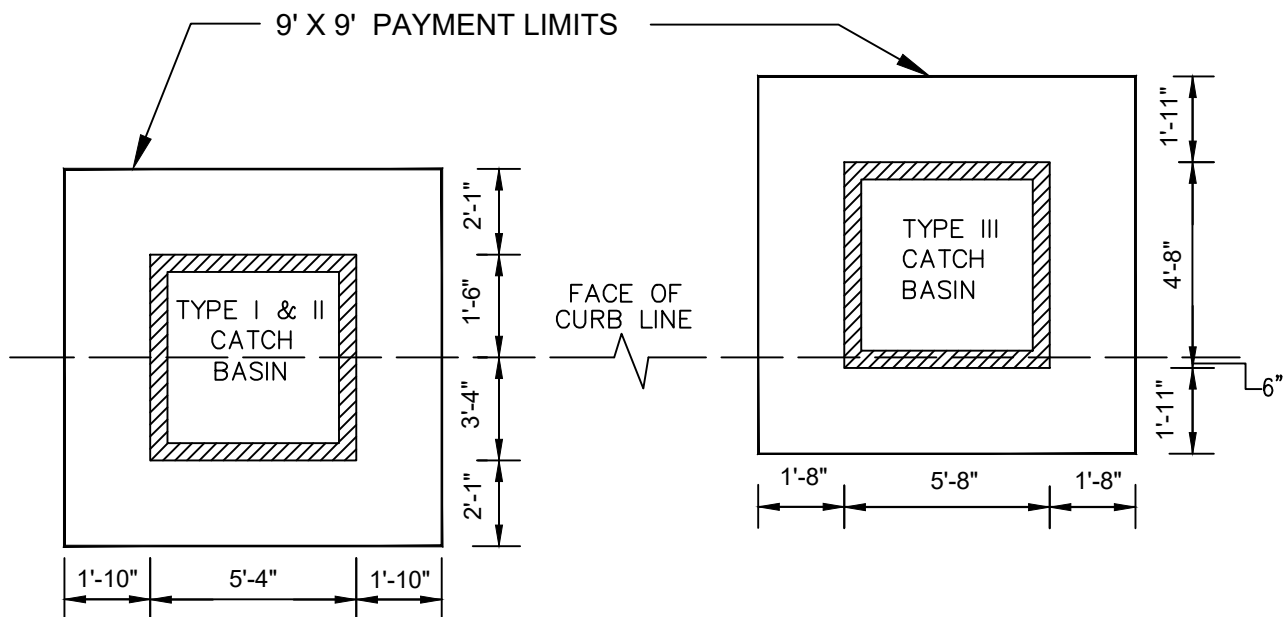
For JB items 225.1A, .1B, .2A, and .2B - if tight sheeting is not utilized for the installation of the catch basin this JB pay item shall be reduced by 60%.

For JB item 225.3A – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus the modification of means and methods for the removal of catch basins using hand tools including but not limited to chipping guns and jack hammers when work is performed in the presence of utility facilities within the excavation limits as outlined in sketch JB 225.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

F. References

1. Sketches JB 225, JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F
2. NYS Industrial Code Rule 753



CATCH BASIN ORIENTATION TO CURB LINE WITH PAYMENT
LIMITS CONCENTRIC TO BASINS
N.T.S.

JB 225 PAY LIMITS

CATCH BASIN TYPE	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO STREET	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO SIDEWALK	DIMENSION TO UTILITY FACILITY PERPENDICULAR TO CURB FROM FACE OF CATCH BASIN
TYPE I & II TYPE III	3'-6" TO 5'-5" 0'-8" TO 2'-5"	1'-8" TO 3'-7" 4'-10" TO 6'-7"	0'-2" TO 1'-10" 0'-2" TO 1'-8"

NOTES:

FOR EXCAVATIONS GREATER THAN 9'X9', THE CONTRACTOR SHALL SUPPORT ALL UTILITIES AS SPECIFIED UNDER THE VARIOUS ITEMS WITH NO ADDITIONAL COMPENSATION FROM THE IMPACTED UTILITIES. PAYMENT UNDER THIS ITEM SHALL INCLUDE MODIFICATION OF SHEETING METHODS TO SUPPORT UTILITY FACILITIES PARTIALLY WITHIN THE PAYMENT LIMITS SPECIFIED.

ACCOMODATION OF UTILITY
FACILITIES DURING CATCH
BASIN INSTALLATIONS

LAST REVISION
2/27/2016

SKETCH NO.
JB 225

JB 300 - SPECIAL CARE EXCAVATION AND BACKFILLING

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits
2. Cables
3. Structures
4. Concrete encased conduit ductbanks
5. Steel pipes
6. Steam facilities
7. Non-cost sharing gas facilities

of various sizes and configurations, encroaching (partially exposed) or paralleling (not exposed) within 6 inches of the approved city trench lines for all phases of contract excavation as shown on contract drawings and/or as encountered during construction, except excavations to the ultimate depth for curbs, sidewalks and roadway/base/sub-base removal which are covered under other JB items. This item shall also apply to facilities that cross excavations for water service installation and extensions or excavations for water tap searches. The items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, sketches JB 300A and JB 300B and at the direction of the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain and protect and accommodate the integrity of all utility facilities encroaching/paralleling within excavations as schematically shown on sketches JB 300A and JB 300B. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility encroaching.

D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For paralleling facilities (not exposed) within six inches of city trench line: The area for payment shall be measured horizontally from the face of the excavation plus one foot towards the center

of trench and vertically from bottom of the roadway to the bottom of the trench, multiplied by the length of the paralleling utility facility as indicated in sketches JB 300A and JB 300B.

- For encroaching facilities: The area for payment shall be measured horizontally as the width of the encroaching facility plus one foot towards the center of the trench and vertically from the bottom of the roadway to the bottom of the trench, multiplied by the length of the encroaching utility facility as indicated in sketches JB 300A and JB 300B.
- For facilities crossing water service excavations: Depth as defined above multiplied by the width taken as the outside diameter width of structure plus one foot on either side, multiplied by the length of the exposed facility inside the trench.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on sketches JB 100E, JB 300A and JB 300B. Utilities identified as abandoned by the facility operator prior to beginning of excavation, are not included for payment under this item.

JB 300.1 – Special care excavation and backfilling for utility facilities in city trenches less than 5' in depth

JB 300.2 – Special care excavation and backfilling for utility facilities in city trenches 5' or greater in depth

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of modifications to typical work methods, including water tap search excavations and the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods, installation and removal of sheeting from around the facilities, and traffic plates that may be required to temporarily close and/or complete the work.

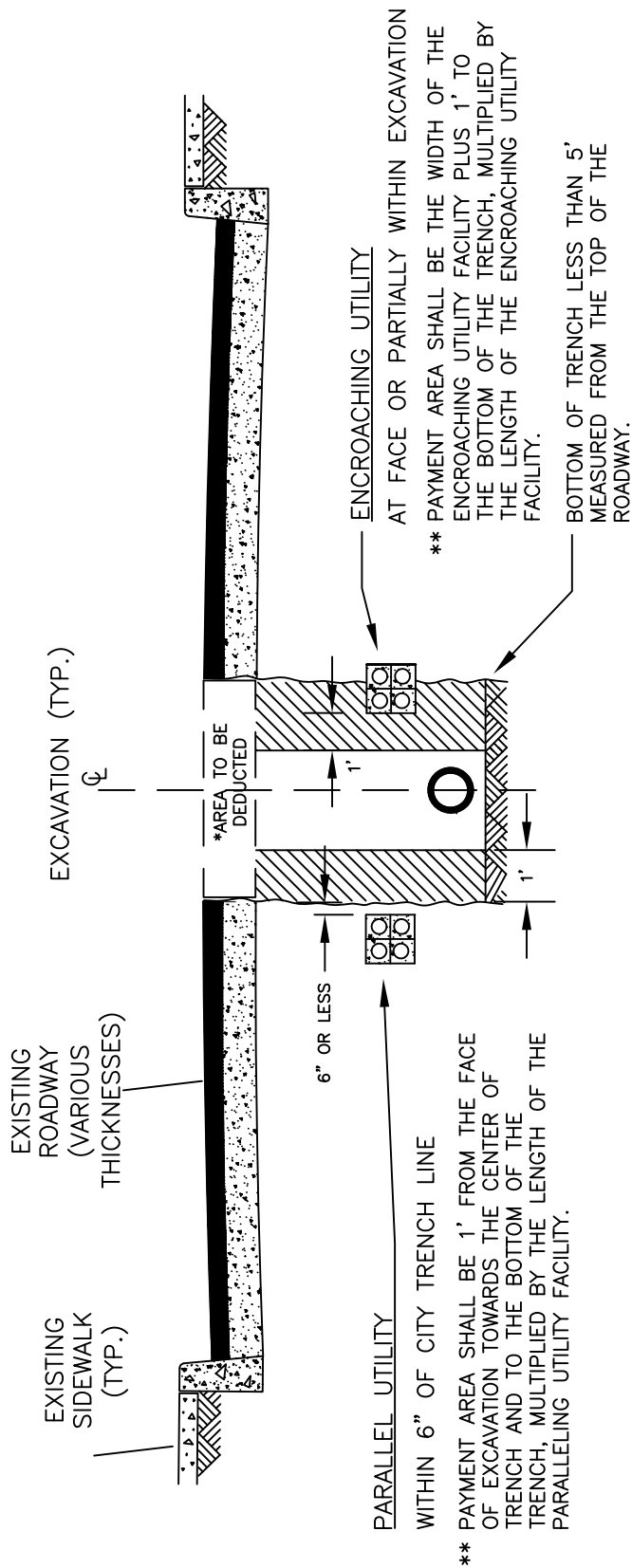
For item JB 300.1 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench up to a total trench depth of less than 5' measured from top of roadway.

For item JB 300.2 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench.

If the lowest utility facility is located at a depth less than 5' in a trench greater than 5' deep, then only item 300.1 shall apply. Only one payment for either 300.1 or 300.2 shall apply per trench wall.

F. References

1. Sketches JB 100E, 300A, JB 300B
2. NYS Industrial Code Rule 753



PROFILE

N.T.S.

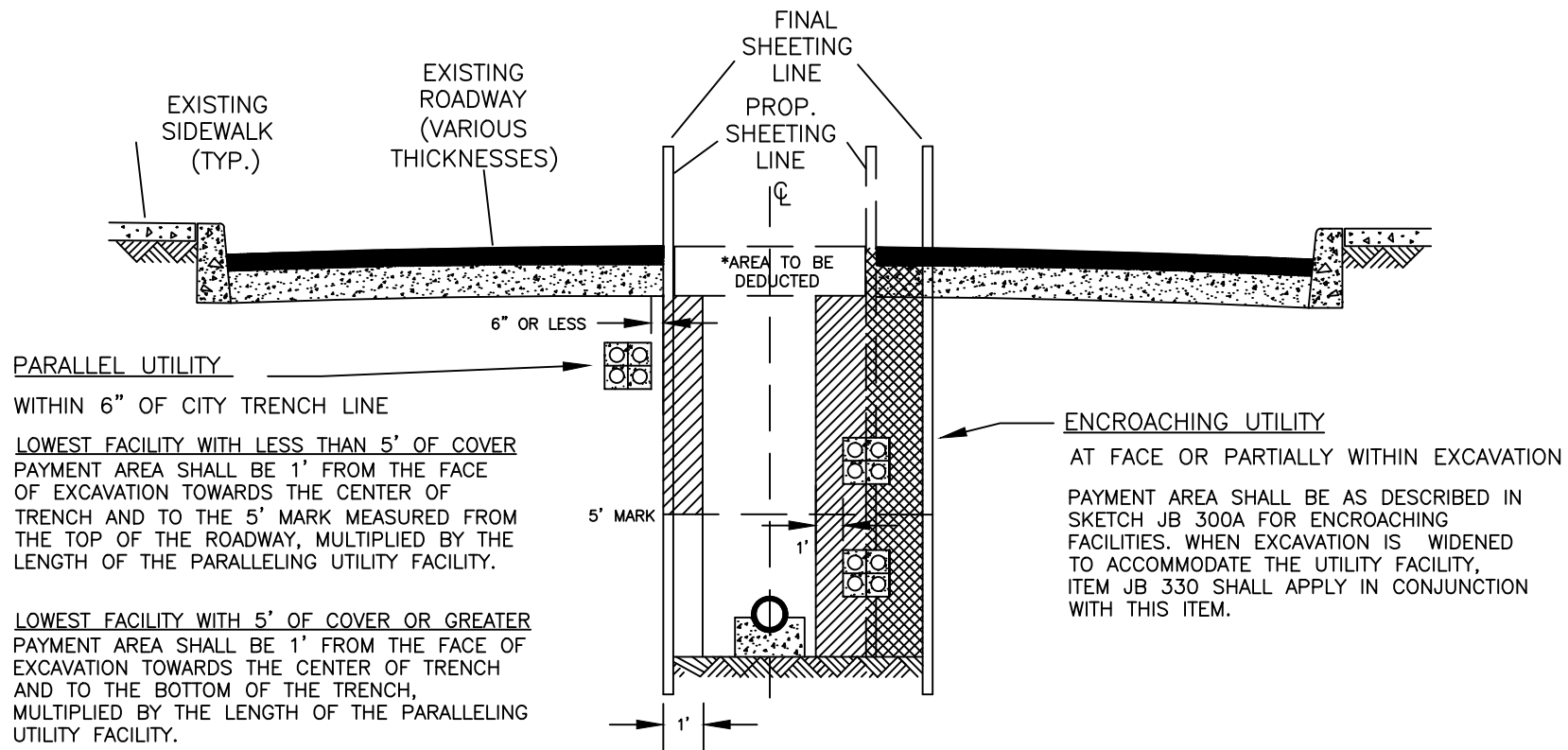
- NOTES:
- * VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA
 - ** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

PAYMENT AREA

UTILITY PARALLELING/
ENCROACHING IN
CITY FACILITY TRENCH
LESS THAN 5' IN DEPTH

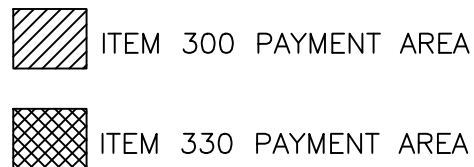
LAST REVISION
6/30/2015

SKETCH NO.
JB 300 A



PROFILE

N.T.S.



NOTES:

- * VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA
- ** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

JB-C10

UTILITY PARALLELING/
ENCROACHING IN
CITY FACILITY TRENCH
5' AND GREATER IN DEPTH

LAST REVISION
10/05/2021

SKETCH NO.
JB 300 B

JB 306 - SPECIAL CARE EXCAVATION AND BACKFILLING WITHIN A CITY TRENCH

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits;
2. Cables;
3. Structures;
4. Conductors;
5. Concrete Encased Conduit Duct banks;
6. Steel Pipes; Steam facilities and
7. Non Cost Sharing Gas

of various sizes and configurations within the city trench. This item shall apply to excavations intended to search and locate utility facilities marked under NYS Industrial Code Rule 753 and not found. The contract items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, and at the direction of the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect and accommodate the integrity of all utility facilities within excavations. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located 12 inches from the outside face of each utility encroaching.

D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For locating utility facilities as directed by the facility operator which may or may not have marks in the street under NYS Industrial Code 753. The facility operator may at his sole discretion can direct the contractor to continue to excavate under this item to locate facilities outside the zone of protection of the marks as defined by industrial code 753 or if the utility representative has reason to believe an unmarked facility is present.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on Sketch JB 300 A. Utilities identified as abandoned by the facility operator prior to the beginning of excavation, are not included for payment under this item.

E. Price to Cover

The price shall cover the cost of all incremental labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of: modifications to typical work methods, loss of productivity due to slower rate of excavation including the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods.

For item JB 0306 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench or the top of the utility facility (whichever is less). This item cannot be paid in conjunction with JB 100-116 for the same utility within the same excavation.

F. References

1. NYS Industrial Code Rule 753

JB 351T - UTILITY POLE SUPPORTS

A. Description

This section describes the temporary supports for utility poles at locations directed by the facility operator(s) in consultation with the Resident Engineer, in order to maintain such poles in their existing upright position without disturbing attached wires and equipment. The Contractor shall provide all labor, material, equipment, insurance, and incidentals required to construct, install and maintain an effective support system that will meet the stated objective.

B. Materials

All materials required to construct and maintain an effective support system shall be supplied by the contractor and approved by the facility operator.

C. Method of Construction

Where directed by the utility representative, the Contractor shall furnish, install and remove utility pole supports and maintain utility poles as shown on Sketch JB 351. Alternate methods proposed by the Contractor will be permitted if approved by the facility operator.

D. Method of Measurement

The quantity of utility pole supports to be measured for payment shall be the number of utility poles supported. The Contractor will be paid only once for each utility pole supported and maintained no matter how many different construction operations have an impact on the pole.

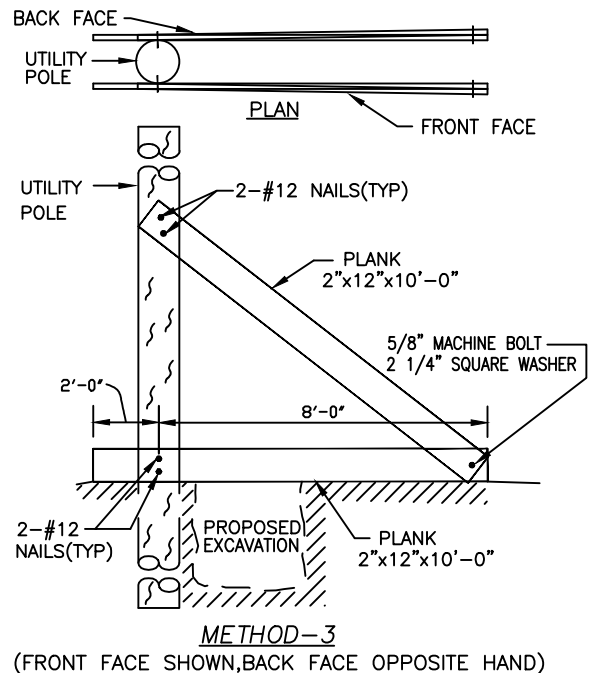
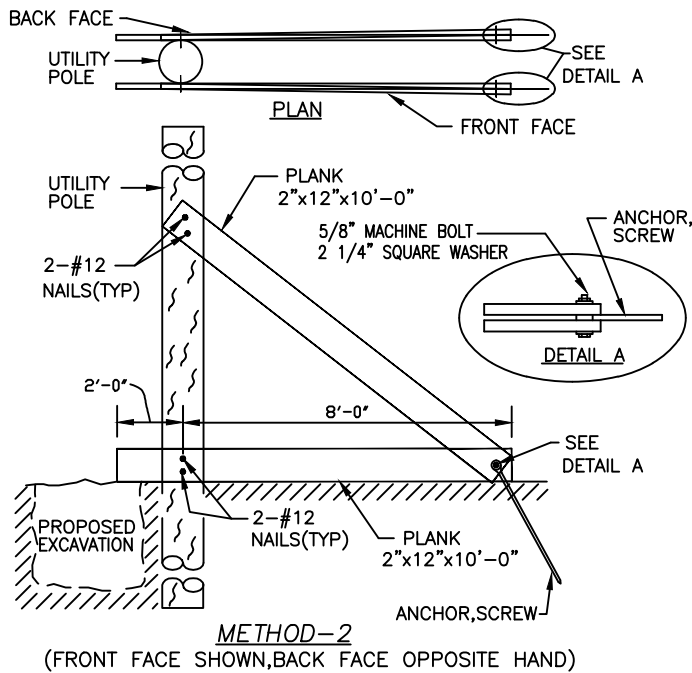
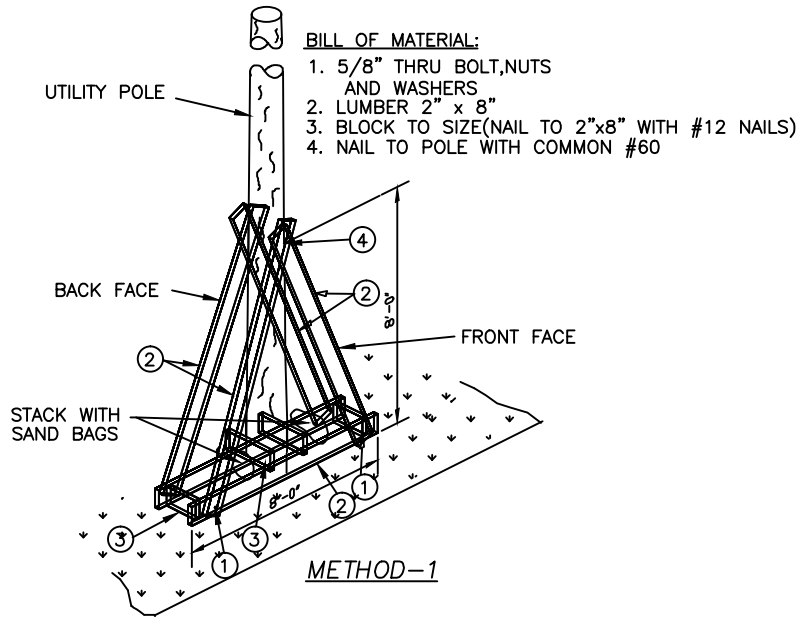
E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, install, maintain and remove utility pole supports to completely support, maintain, protect, and accommodate the integrity of utility poles without disruption of service to customers. The price bid shall also include all additional impact cost associated with working around utility pole supports, poles and appurtenances.

F. References

1. Sketch JB 351T

METHODS OF SHORING UTILITY POLES



NOTES:

1. THESE METHODS OF SHORING ARE GENERAL GUIDES. FIELD CONDITIONS WILL DICTATE WHICH METHOD WILL BE USED. VARIATIONS OF THESE METHODS WHICH ACCOMPLISH THE SAME PURPOSE MAY ALSO BE UTILIZED WHEN APPROVED BY OVERHEAD CONSTRUCTION DEPARTMENT.
2. ANY INFORMATION NOT SHOWN WILL BE DETERMINED IN THE FIELD TO SUIT THE FIELD CONDITIONS WHEN APPROVED BY THE OVERHEAD CONSTRUCTION DEPARTMENT.

SUGGESTED METHODS OF SHORING UTILITY POLES

LAST REVISION
03/07/2018

SKETCH NO.
JB 351T

JB 401 - TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to excavate by hand to locate and expose subsurface utilities encountered during construction in preparation for horizontal and vertical movement (covered by other Sections), and to support and maintain and protect the integrity of utility facilities including but not limited to:

1. Conduits;
2. Conductor(s) and/or cable(s);
3. Concrete Encased Conduit Bank(s);
4. Steel Pipe(s)

The trench to be excavated shall be determined by the size of the utility and the extent of adjustment required to avoid interferences as detailed on Sketch JB 402 A during all phases of contract work. The work shall be performed in accordance with the specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to support and maintain and protect shall be similar to those indicated on Sketches JB 100 A and 100 A-1 and shall be supplied by Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

The Contractor shall cut, break and remove various thickness of surface and base pavement, excavate by hand to expose, support and protect all utility facilities within the trench and then furnish and tamp backfill after work has been completed by the parties indicated under other Sections. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility. Upon exposing the affected utilities sufficiently to determine relationships and/or clearances at the sole discretion of the facility operator in consultation with the Resident Engineer, the Contractor shall be permitted to proceed with a combination of hand and machine excavation sufficiently to wingback all interferences of cable and conduit. The trench shall be adjusted so as to provide a nominal cover of 24" over the highest conduit. The width of the trench shall be as directed by the facility operator in consultation with the Resident Engineer. The bottom of the trench shall be graded smooth and tamped to minimize initial settlement and to avoid "point" support of conduits. All stones projecting into the trench bottom shall be removed, and the voids backfilled before conduits are placed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench.

D. Method of Measurement

The Contractor shall be paid per cubic yard (C.Y.) of trench actually excavated to the limits directed as detailed in Sketch JB 402 A and to the satisfaction of the facility operator in consultation with the Resident Engineer. When two or more utility facilities requiring horizontal or vertical adjustment with different owners are in the same trench, the facility operators shall jointly determine the percentage of ownership of the trench.

E. Price to Cover

The price for excavation shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, support and protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the Contract Documents, associated maintenance of traffic, and traffic plates and sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand to expose existing structures, furnish, place and tamp backfill after required vertical and/or horizontal adjustments have been completed under other Sections. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under other items. This item shall include cutbacks required for permanent restoration of trenches paid for under other items. The removal of abandoned pipes, conduits structures are covered under other items. The price shall also include the cost of locating and supporting and protecting all utilities encountered including slings and beams installed for utility support when required. The price shall include maintaining the sheeting for the duration of the relocation and work required by the facility operator including but not limited to pipe-ripping covered under JB 402T.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 100 A and A-1
3. Sketch JB 402 A

JB 402T - HORIZONTAL AND VERTICAL ADJUSTMENT OF TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to adjust and support and protect and maintain and accommodate the integrity of telecommunication facilities including but not limited to:

1. Conduit(s);
2. Cables and Air Pipe
3. Concrete Encased/Capped Conduit Banks

The work shall be performed in accordance with specifications and at the direction of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to adjust and support and protect and maintain and accommodate the integrity of utility facilities shall be similar to those indicated on the standard Sketches JB 100 A & 100 A-1 and shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

Materials used for replacing conduit(s) removed under this item shall be supplied by and installed by the Contractor and shall include but not be limited to the following:

1. Bends
2. Split and Solid Conduit(s) PVC and Steel
3. Couplings and Adapters PVC, Tile and Steel
4. Straps or plastic ties

PVC conduit and fittings shall be as supplied by American Pipe and Plastics, Type "C" or approved equal.

Steel Pipe and fittings shall conform to ASTM A53 Schedule 40

Tile to PVC adaptors shall be as supplied American U-Tel or approved equal.

C. Methods of Construction

Lengths of "wing-back" shall be determined by the facility operator in consultation with the Resident Engineer. All work performed prior to that approval shall be at the contractor's risk.

Methods of construction shall include but not be limited to the following:

1 Removal and Support

- a. Break with hand held power tools, remove and dispose of plain or reinforced concrete encasement.

03/07/2023

- b. Break with hand held power tools, remove and dispose of conduit(s) enclosures and conduit that contain conductor(s) and/or cable(s) except steel/iron conduits, inner ducts and 1 ¼" to 1 ½" PVC "quad ducts. Breaking – "ringing and ripping" - of steel/iron conduits belonging to ECS shall be performed by ECS forces only. Contractor shall make safe the work area to accommodate the ECS forces.
- c. Support and protect exposed conduits, cables, innerduct and airpipe as shown in Sketch JB 100A-1 and approved by the facility operator in consultation with the Resident Engineer.
- d. ECS tenants cables may require inspection, testing and encapsulation before they can be shifted. Contractor shall make safe the work area to accommodate these forces. Contractor shall be notified by the facility operator of the ECS tenant requirements before the conduits are broken-out.

2. Adjust or Move Conductor(s) and/or cable(s) and support

- a. Cable shall be relocated horizontally and/or vertically as directed by the facility operator in consultation with the Resident Engineer
- b. Support and protect conductors and/or cables as shown on Sketch # JB 100 A-1 and/or as directed by the facility operator.

3. Replacement, Encasement, Protection and Support

- a. Replace vacant and loaded conduit(s) with solid and/or split conduit(s) and adapters.
 - 1) Vacant Conduit - Repairs to conduits shall not be permitted. All damaged or impaired lengths of conduit(s) shall be removed and replaced with new conduit(s). The number of vacant conduits replaced shall be confirmed by the facility operator.
 - 2) Loaded Conduit - Replacement of conduits that are removed from around existing cable(s) or innerduct shall be accomplished with split plastic (PVC) or split steel conduits as directed by the facility operator. Where split and solid plastic or steel conduit is used, the conduit(s) shall be spaced 1½ inches from each other. All split PVC shall be secured with plastic straps spaced at a maximum distance of eighteen (18") inches. Plastic conduit shall be joined with plastic couplings.
 - 3) Adapting - Joining plastic conduit to existing conduits of other diameters or material shall be done using single or multiple adapters, (supplied by contractor).
- b. If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the contractor and measured for payment under Item JB 403T.
- c. Support and protect cable(s) and/or conductor(s) and conduit(s).
- d. Verify vacant conduits and provide pull ropes.

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- e. Encase all exposed conduit with concrete ($f'_c = 1200$ to 1500 psi maximum) with slump commensurate to completely fill voids around conduits. Concrete encasement shall extend to two (2") inches beyond the limits of the duct bank vertically and horizontally.

D. Method of Measurement

The quantity to be measured for breaking out conduits, removing concrete, moving, protecting and supporting conductors and replacing conduits with split and solid conduit, shall be paid for by the linear foot (L.F.) of each conduit replaced. A linear foot of conduit shall be defined as one (1) single conduit measured along its longitudinal axis that has been broken out or moved from its original location either horizontally and/or vertically and measured in its final location. Quad PVC ducts produced as one unit shall be consider one duct for each quad unit. All conduits removed under this section and not restored shall be paid at 60% of the appropriate item in this section.

Multiple tile duct bank with concrete protection cover is not considered concrete encasement.

Each type of utility adjustment shall be paid for separately, the types of utility adjustments are defined as follows:

JB-402T.1 Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.1A Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.2 Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.2A Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R1A Existing Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R2A Existing Non-Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V1 Existing Vacant Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V1A Existing Vacant Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V2 Existing Vacant Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V2A Existing Vacant Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

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JB-402T.J1 Existing Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J1A Existing Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2 Existing Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2A Existing Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

E. Price to Cover

The unit price bid per linear foot (L.F.) of conduit shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to shift, adjust, support, protect, maintain and accommodate the integrity of utilities without disruption of service to the facility operator's customers and in accordance with contract documents. The price bid shall also include the cost of: breaking out, removal and disposal of plain or reinforced concrete encasements, conduits (except iron/steel), support of cables/conduits, replacement with field split, split and solid conduits, adapters, clamps, straps and couplings; verify vacant conduits and provide pull ropes; furnish and install concrete encasement, supports, slings and beams for utility support; changes of sheeting method and/or configuration when required and where necessary to accommodate the utilities during all phases of contract work; and removal of sheeting around the utilities, and all else necessary and required to complete the work.

The unit price shall include potential delays and extended performance due to time allowance for the pipe-ripping operations.

The unit price shall include providing access to the facility operator pipe-ripping crews and tenants to verify and test cables before, during and after the pipe ripping operation completed by the facility operator or specialized contractor hired by the facility operator and after conduit removal by the Contractor. The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB-402T as JB-402T covers access to the work site at all times for work required under this item.

F. References

1. Sketches JB 100A and 100A-1
2. JB 403T
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902
4. American U-Tel, 9760 Smith Rd., Willoughby, Ohio 44094

JB 402T.3 - ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER

A. Description

Under this item the contractor shall provide all labor, equipment, transportation, insurance and incidentals to remove and dispose of asbestos containing material - transite pipe (ACM-TP).

The contractor shall strictly adhere to all environmental requirements and work practices and notifications specified under construction details.

The transite conduits (ACM-TP) to be removed contain active cables and these cables will remain active during the transite conduits removal.

All removal and disposal of ACM-TP shall be done by pre-qualified contractors (or sub-contractors) as specified under method of construction.

B. Materials

The contractor shall supply separate dumpsters to be used exclusively for the removal and disposal of the ACM-TP and all other materials such as bagging, dumpster linings, respirators and filters, enclosures and all other incidental material required for the removal and disposal of the Verizon/ECS ACM-TP in accordance with laws, rules and regulations of Federal, State or local agencies.

C. Method of Construction

a. Work Scope

Removal of concrete encased conduits shall be accomplished by hand held chipping hammers. The removal should be in a pre-identified operation in order to minimize the potential release of airborne asbestos fibers from the ACM-TP.

b. Notification And Variance

Verizon/ECS is required by the New York City Department of Environmental Protection (NYCDEP) to obtain a site specific variance.

The contractor shall prepare the variance application letter and the NYCDEP Form ACP-9 and will submit them to the NYCDEP not sooner than four (4) weeks prior to the start of the ACM-TP removal.

The contractor is responsible for preparing the NYCDEP Form ACP-7 together with NYCDEP Form ACP-9 as the applicant and providing these forms to Verizon/ECS for review and signature prior to submittal to the NYCDEP seven

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(7) weeks prior to the commencement of the project (Notice to begin construction).

The contractor shall prepare the New York State Department of Labor (NYSDOL) notification Form DOSH-483 prior to submittal to the NYSDOL at least four (4) weeks prior to the commencement of the project.

The contractor shall prepare the United States Environmental Protection agency (USEPA) Notification of Demolition and Renovation form for submittal four (4) weeks prior to the commencement of the project.

c. Vendor Prequalification

All subcontracted environmental parties which shall include but not be limited to asbestos abatement contractor, project monitoring firm, air sampling and analytical contractor can be selected from Verizon's currently approved vendor lists. Should the contractor elect to use his own list, that information shall be provided to Verizon/ECS for review/ approval at least four (4) weeks prior to date the ACP-7 form is submitted to Verizon.

d. Waste Transport and Disposal

The ACM-TP that is removed will be disposed of as ACM waste at an asbestos landfill. This landfill site shall be selected from one of Verizon's list of approved disposal sites. The contractor will identify and obtain approval from Verizon for the transporter. The contractor can select one of the Verizon's currently approved transporters, or alternatively select a transporter of its own. Should the contractor elect to use latter, that information shall be provided to Verizon/ECS for review/approval at least 4 weeks prior to the date the ACP-7 is submitted to Verizon.

An original of the asbestos waste manifest is to be provided to the Verizon/ECS representative for all shipments that leave the work site. A signed copy (by the selected landfill) of the waste manifest is to be provided to Verizon/ECS not later than 10 days from the date the shipment leaves the site.

e. Exhibits

The forms are a component part of this item.

- 1-NYCDEP Form ACP-7
- 2-NYCDEP Form ACP-9R1
- 3-NYSDOL Form DOSH-483
- 4-USEPA - Notification Form

f. Work Plan

1. For this item the contractor must submit to Verizon/ECS for review and approval a detailed site specific work plan.
2. The contractor must submit to Verizon/ECS for review and approval any alternate proposals for variance requested from Regulatory Statutes (NYSDOL & NYCDEP).

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3. The contractor shall provide all sampling and laboratory analysis required under the Industrial Code Rule 56 Subpart 17 and all applicable Blanket Variances. All sampling and analysis shall be performed by a firm independent from the Contractor. The price for the cost for compliance air monitoring sampling and analysis shall be included in the price bid for listed items.

4. Within five (5) calendar days of the receipt of the results of any part of the compliance air sampling and analysis, the Contractor shall forward a copy of those results (showing the name and address of the laboratory, the type of test performed, the method of measurement and all information normally relevant to sampling and analysis of asbestos remediation procedure) to Verizon/ECS on-site representative.

g. Project Folder

Upon completion of the abatement, the Contractor shall provide a complete job folder with the following documents, which shall include chain of custody records:

- a. Copy of Supervisor/Handler certifications
- b. Copy of the Subcontractor's Enclosure Entry Permit
- c. Result of Analysis for All Bulk Samples, Air and Clearance Monitoring
- d. Copy of all Notifications (City, State, Federal)
- e. Copy of the Vendor's Certificate of Insurance
- f. Copy of the Waste Transporter Permit
- g. Signed Asbestos Waste

D. Method of Measurement

Payment under this item shall be paid for by the linear foot (L.F.) of each conduit removed. A linear foot of conduit shall be defined as one (1) single conduit up to and including 4" nominal diameter measured along its longitudinal axis that has been broken out and removed.

E. Price to Cover

The unit price per linear foot (L.F.) shall cover the actual costs of all supervision, labor, insurance, (including asbestos liability insurance), materials and equipment necessary to complete the work. The Contractor shall cover the cost of preparing variance application, all filing fees and will submit the application with associated fees to the NYCDEP for processing.

Any contractor's alternative proposals for variance requested from regulatory statutes (NYSDOL & NYCDEP) shall be also included in the actual cost.

Excavation and backfill shall be paid for under JB 401.

F. References

N/A

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JB 403T – FURNISH AND INSTALL STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall furnish and install as required permanent steel protection plates over telecommunications facilities where directed by the facility operator(s).

B. Materials

Material shall be:

1/4" thick ASTM A-36 plates. Maximum size 24" by 48".

3/8" thick ASTM A-36 plates. Maximum size 12" by 18".

Thickness to be determined by the facility operator(s)

C. Method of Construction

Steel protection plates shall be placed in accordance with the attached facility operator(s) standard sketch JB 403T. All protective plates shall overlap a minimum of 3".

D. Method of Measurement

The quantity for payment shall be the area of permanent steel plating protection furnished and installed (excluding overlap) and measured in place in Square Feet (S.F.).

JB 403T.1 – Furnish and Install 1/4" thick steel plate (S.F.)

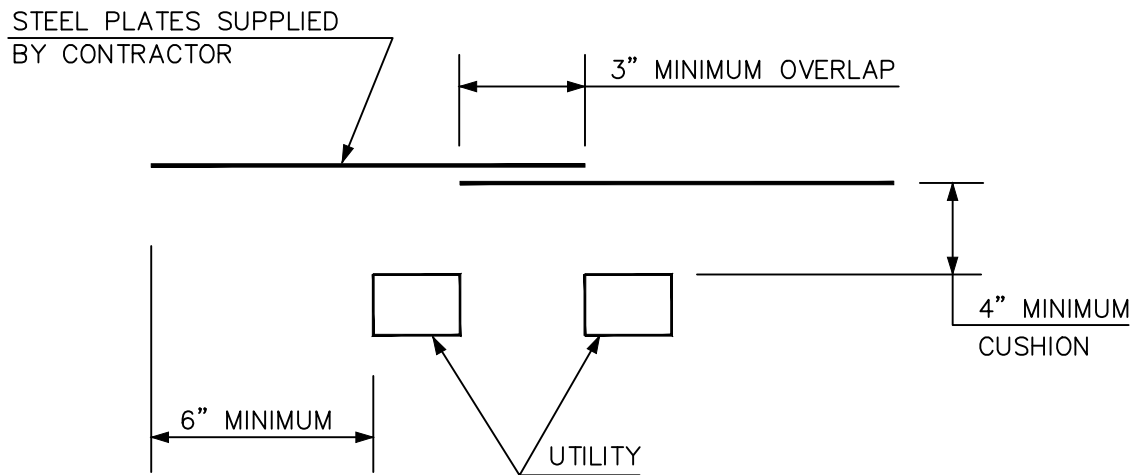
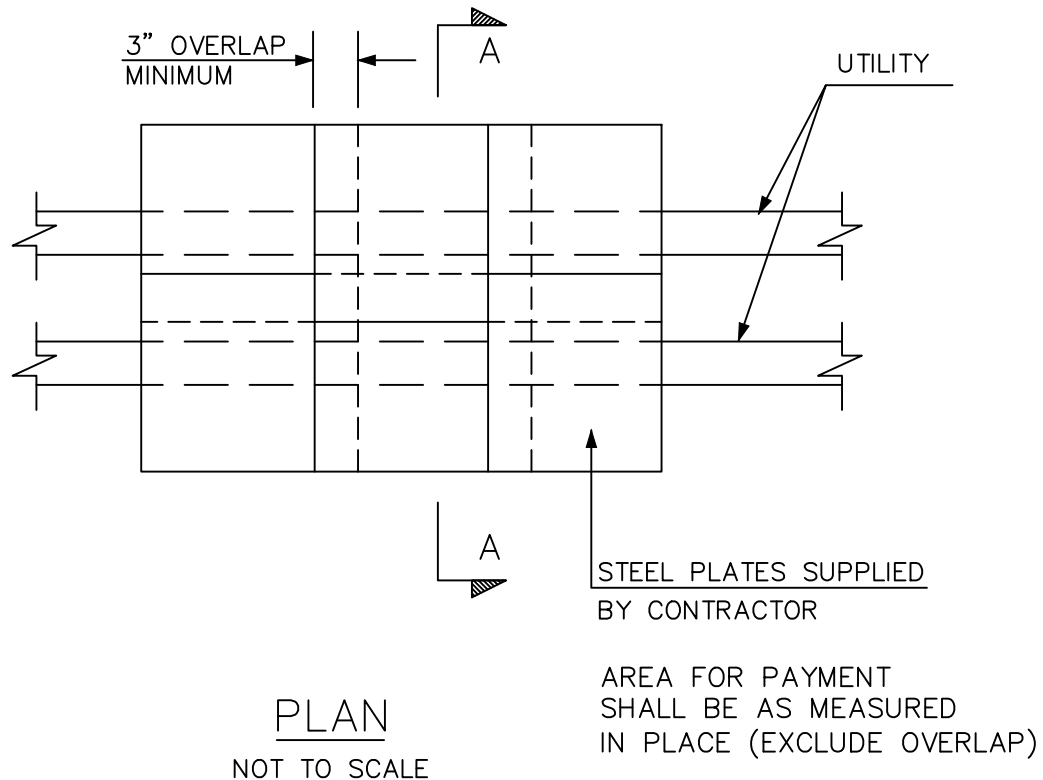
JB 403T.2 – Furnish and Install 3/8" thick steel plate (S.F.)

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

F. References

Sketch JB 403T



SECTION A-A
NOT TO SCALE

TYPICAL PLATE SIZES:

6" x 48" x 1/4"
 12" x 48" x 1/4"
 24" x 48" x 1/4"
 12" x 24" x 3/8"

J.B. SKETCH		
PLACING STEEL PROTECTION PLATES FOR COMMUNICATION FACILITIES		
REVISIONS	CONTRACT NO.	
09/13/2017	SKETCH NO. JB 403 T	

JB 404 - PIER AND PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES

A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to protect ductile iron water mains that are installed with a cover of 24 inches or less crossing over various utility facilities. This section shall also apply for other facilities with shallow cover where protection plates are not sufficient and pier and plate method is required. The work shall be performed in accordance with the contract plans, specifications and at the direction of the facility operator.

B. Materials

The Contractor shall supply all material (concrete, beams, plates, etc.) necessary to provide the pier and plate method of protection as shown on BWS Standard Drawing No. 46464-Z.

C. Method of Construction

The Contractor shall provide pier and plate protection in accordance with BWS Standard Drawing No. 46464-Z. The Contractor shall support, maintain and accommodate the water main and all other utility facilities during the installation of the pier and plating components. The Contractor shall be solely and totally responsible for disturbances and/or any damages to such facilities.

D. Method of Measurement

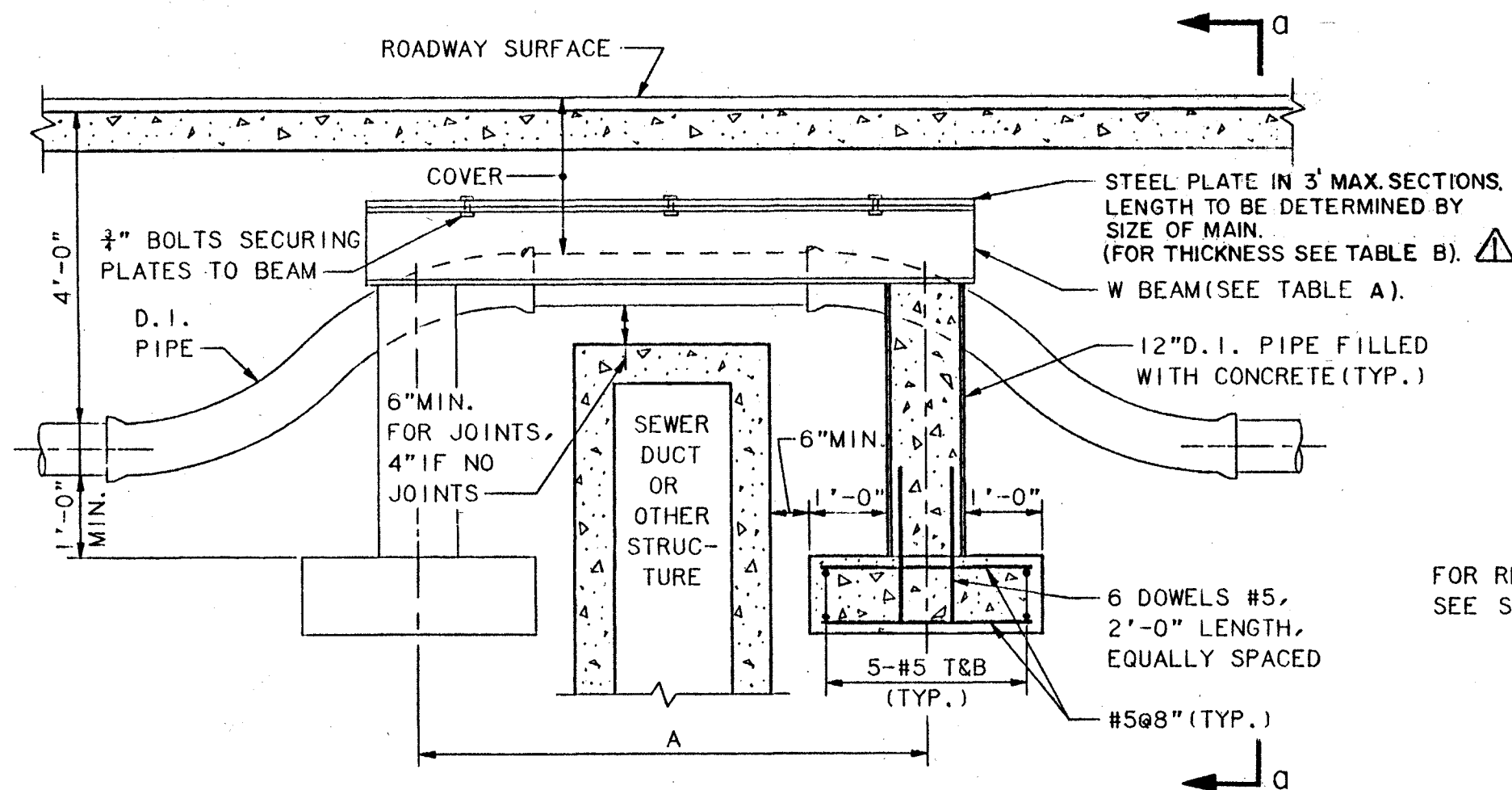
The quantity to be measured for payment shall be the additional amount of square foot (S.F.) of steel plate required to be installed to protect ductile iron water mains crossing over utility facilities with a cover of 24 inches or less, or for other shallow facilities where the pier and plate method may be required, as directed by the Facility Operator.

E. Price to Cover

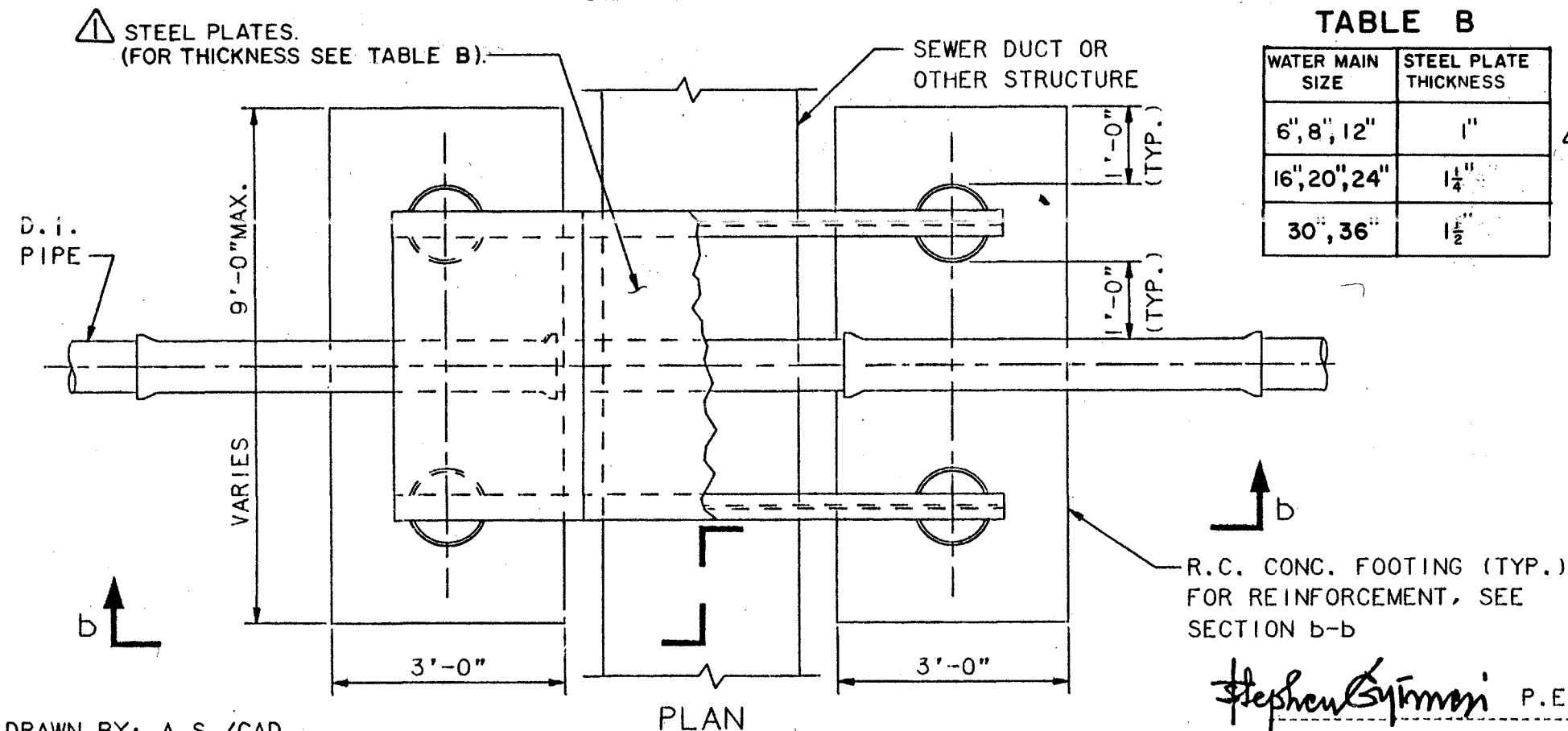
The price shall cover the cost of all supervision, labor, material, equipment, and incidentals necessary to construct the specified method of protection. The work shall also cover the cost to cut, break and remove additional pavement, additional excavation, special care excavation around utilities, sheeting, maintenance of traffic, traffic plates, and to furnish and install additional backfill and pavement restoration.

F. References

1. BWS Standard Drawing No. 46464-Z



SECTION b-b



PLAN

TABLE B

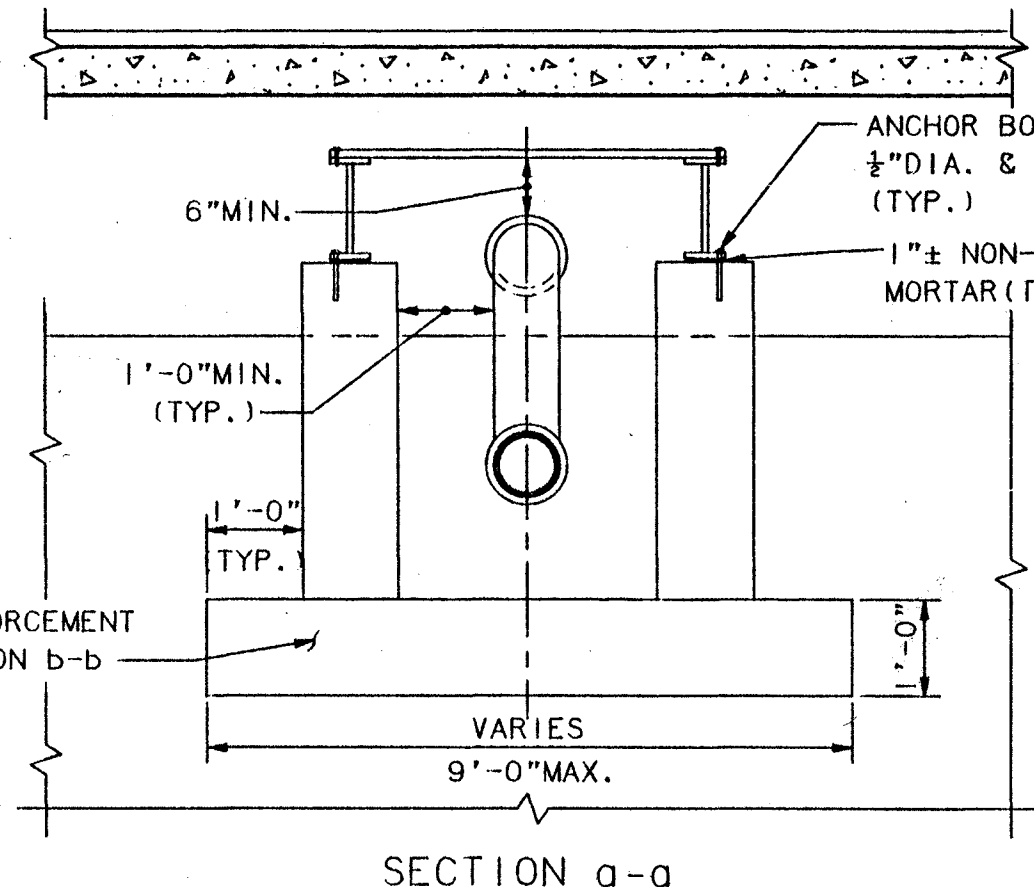
WATER MAIN SIZE	STEEL PLATE THICKNESS
6", 8", 12"	1"
16", 20", 24"	1 1/4"
30", 36"	1 1/2"



NOTES:

1. OFFSETS SHALL HAVE RESTRAINED JOINTS.
2. CLEAN FILL TO BE THOROUGHLY COMPACTED AROUND PIPE BETWEEN BEAMS.
3. ALL PAVEMENT RESTORATION OVER PLATES TO HAVE 6" MIN. CONCRETE BASE. WHEN THE STEEL PLATE IS ADJACENT TO THE BOTTOM OF THE CONCRETE BASE, A BOND BREAKER SUCH AS TAR PAPER SHALL BE INSTALLED BETWEEN THE PLATE AND THE CONCRETE.
4. THE DESIGN FOR PROTECTION OF MAINS MAY BE VARIED AS REQUIRED FOR A PARTICULAR LOCATION, BUT SHALL CONFORM TO THE GENERAL REQUIREMENTS AS SHOWN ON THIS DRAWING. ANY MAJOR DEVIATION FROM THESE REQUIREMENTS SHALL BE APPROVED BY THE ENGINEER.
5. SUPPORT OF PIERS OR BEAMS DIRECTLY ON SEWER, SUBWAY OR OTHER STRUCTURES SHALL BE APPROVED BY THE ENGINEER.
6. IF COVER IS LESS THAN 1'-6", PIPE SHALL BE INSULATED WITH 2" MIN. THICK OF APPROVED INSULATION WITH ALUMINUM JACKET.

NO.	DATE	REVISIONS	DIV. ENG.	CH. OF DES.	DEP. DIR.
1	02-10-87	ADDED TABLE B & NOTE 9	J. Butler	WCF	ECG



SECTION a-a

TABLE A

A ft	M _y k-ft	S _x MIN. in ³	SUGGESTED BEAM SIZE	
5	29.13	15.8	W12x16	W8x18
6	35.7	19.2	W12x19	W8x24
7	42.5	22.9	W12x22	W8x28
8	54.8	30.44	W12x26	W8x35
9	66.73	37.07	W10x30	W10x39
10	79.1	43.94	W12x30	W10x45
11	91.7	50.94	W14x34	W10x49
12	104.7	58.17	W12x35	W10x54
13	117.92	65.51	W14x38	W12x53
14	131.5	73.06	W14x43	W12x58
15	145.3	80.72	W16x40	W12x65

7. DIMENSIONS SHOWN FOR CONCRETE SUPPORT ARE APPLICABLE UP TO AND INCLUDING 36" DIAMETER OFFSET.
8. STEEL BEAMS, EXTERIORS OF PIPE COLUMNS, AND OTHER EXPOSED METAL COMPONENTS SHALL BE COATED WITH COAL TAR ENAMEL BEFORE BACKFILLING THE EXCAVATIONS.
9. ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36

CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY
METHOD FOR PROTECTING
D.I. WATER MAINS WITH
SHALLOW (LESS THAN 24") COVER

SCALE: NOT TO SCALE

MAY 1986

DRAWN BY: A.S./CAD
CHECKED BY: A.B.

Stephen Gymer P.E.
DIVISION ENGINEER

Walter C. Fitzpatrick P.E.
CHIEF OF DESIGN

Edward G. Schuler P.E.
DEPUTY DIRECTOR

46464-Z

JB 405 - EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to excavate, maintain trenches and backfill for the installation of new utility facilities including but not limited to:

1. Conduits
2. Non-cost sharing gas facilities
3. Steam mains
4. Steel pipe(s)

The trench to be excavated shall be determined by the size of the utility facility to be installed. The work shall be performed in accordance with applicable specifications, at the direction of the facility operator.

B. Materials

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator.

C. Methods of Construction

1. Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant and as directed by the facility operator. The trench shall be adjusted so as to provide a nominal cover as defined in the specifications for the facility being installed over the new utility facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator. The width of the trench shall be as directed by the facility operator or as shown on Sketch JB 603T (ECS only). The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of backfill material or in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new utility facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new utility facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new utility facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator.

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Care shall be taken that no existing utility facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new utility facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

2. Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator to facilitate the installation of the new utility facility. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator. Upon completion of installation of the new utility facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

3. Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated and backfilled as directed by the facility operator or as shown on Sketch JB 603T for JB 603T Items. The volume occupied by existing pipes or other structures will not be deducted from the total volume measured.

JB 405.1 - Trench Excavations for installation of Utility Facilities with total depths less than five feet (C.Y.)

JB 405.2 - Trench Excavations for Utility Facilities with total depths equal to or greater than five feet (C.Y.)

E. Price to Cover

The unit price bid for the various trench excavation items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the contract documents. The price shall also include, installation of traffic plates as well as opening and closing of plates as may be required in order to provide access to trench; installation, removal and maintenance of tight sheeting as required; cutting, breaking and removing various thickness of surface and base pavement; excavation by hand to expose

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existing structures; furnishing, placing and compacting clean backfill following installation of utility facility in compliance with DOT requirements. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under city items. The price shall also include the cost of locating and protecting all utilities encountered as required.

Clean backfill material in accordance with specifications shall be used around gas facilities and critical facilities shall be paid for under item JB 303.

F. References

1. Item JB 303
 2. Sketch JB603T
 3. Con Edison Specifications, latest revisions
- CEHSP S13.00 – Excavation and Trenching

JB 450 – CONSTRUCTION FIELD SUPPORT

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to provide construction field support, while maintaining and protecting surface and subsurface facilities, at various locations approved solely by the facility operator. The Contractor shall encounter various surface and subsurface utility facilities while performing various construction field support operations, which may include but are not limited to working over, under, adjacent to, around, in between and in close proximity of:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Gas mains
6. Steam mains
7. Oil-o-static facilities
8. Utility structures and covers

The actual construction field support operation to be performed by the Contractor shall be performed in accordance with the contract plans, specifications or as determined based on actual field conditions and at the sole discretion and direction of the facility operator. This item shall apply to various field support operation tasks for which there are no other applicable JB Items to cover the required work. This item will not apply and will not be paid when there are other applicable JB items available either partly or completely covering tasks described below as determined solely by the facility operator.

The Contractor is expressly notified that the work under this Section affects the timing of other work to be performed on this Contract. The Contractor is advised to carefully investigate the relationship between this work and other work and adjust his schedule accordingly. The Contractor shall also coordinate his efforts with that of the facility operator with respect to all work impacting the facilities in question.

B. Materials

All materials used to provide construction field support shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

It is the intent of this item that the Contractor provides field support construction crews suffice to perform various item type tasks required as described. For the purpose of this item a crew consists of more than one non-management individual. The Contractor shall provide all labor and equipment necessary to perform the required task as described below under existing field conditions at various locations and at the sole discretion and direction of the facility operator in consultation with the Resident Engineer. The Contractor shall perform the necessary construction field support, while maintaining and protecting surface and subsurface facilities. The Contractor shall employ approved methods of operation, including the use of appropriate equipment and tools that will enable him to complete the field support operation work as described in the Item

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Type description below. Existing facilities that are encountered during the construction field support operation shall be supported and protected similar to those indicated on sketches JB 100A and 100B and in a manner suitable to the facility operator in consultation with the Resident Engineer and are deemed included in this item except as included under JB-402T. The Contractor shall properly dispose of all materials excavated away from site, which may require the use of hand-held tools and equipment in order to ensure that the integrity of the underground utility facilities is not jeopardized. Care should be taken to avoid damage to existing utility facilities and structures, and to adjacent curbs, sidewalks, pavements and their foundations, and to avoid caving or sliding banks within excavations.

D. Method of Measurement

1 – Quantity - The quantity to be measured for payment shall be the number of actual crew hours (CRHRS.) provided by the Contractor for performing the various types of construction field support operation as directed by the facility operator in consultation with the Resident Engineer.

2 – Type – The unit type to be measured for payment shall be based on the actual task performed by the contractor and covered by the applicable Item Type. The tasks described within the Bid Item Type below are provided as a guide only as to the general nature of the various functions included, but these examples in no way limit the use of the item to these functions only. The contractor should use this information in order to approximate the various required crew sizes necessary to perform the work covered by this item in a productive, safe and efficient manner. The actual construction crew size required to perform the field support operation shall be determined solely by the contractor in order to perform the required construction field support operation. It is the responsibility of the contractor to provide appropriate field support crews capable of performing required tasks in a productive, safe and efficient manner. The actual crew performing the operation will not be considered, by the facility operator in consultation with the Resident Engineer, when determining the applicable item type, which shall be only as per the task performed.

Note: Only one measurement type will be used for each defined construction field support area.

Type .1 = Construction Field Support requiring an average size survey crew that will perform typical field survey functions and provide quality data analysis reports.

Type .2 = Construction Field Support requiring an average small size crew capable of performing various tasks not requiring the use of a machine or operator, which may include but are not limited to: opening/closing subsurface structure cover(s), setting/resetting MPT setup(s), assisting Utility Facility/Specialty crew(s) not included in JB 402T or JB 450.5, performing conduit occupancy identification, clean-up storage work-site area, etc.

Type .3 = Construction Field Support requiring an average medium size crew capable of performing various tasks which include the use of a machine and operator, which may include but are not limited to: excavations due to cable failures, including emergency type excavations, construct manhole enclosures, installing support system for utility facilities, dewatering utility structures and excavations, opening/closing traffic and/or pedestrian plates, etc. not included in JB 402T or JB 450.5.

Type .4 = Construction Field Support requiring an average large size crew capable of performing various tasks that requires the use of multiple machine(s) and operator(s), which may include but are not limited to: assistance during heat contingency, welding, repositioning and placing large diameter pipe, etc.

Type .5 = Construction Field Support requiring an average small size crew when requested by the facility operator on an on-demand hourly basis for a maximum of 2 hours per day or as approved by the facility operator to assist the facility operator or specialty contractor hired by the facility operator in shifting and supporting the conduits during pipe-ripping operations and all else necessary as required to complete the work including but not limited to constructing temporary work platform and temporary weather protection.

E. Price to Cover

The unit price bid for the various construction field support items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to provide construction field support, which may include but is not limited to working over, under, adjacent to, around, in between and in close proximity of surface and subsurface utility facilities and exposing, supporting, protecting and maintaining the integrity of the facilities without disruption of service to the general public, utility customers and in accordance with the Contract Documents at various locations approved by the Facility Operator in consultation with the Resident Engineer. The unit price shall also include openings and closings of plates, and cones, barrels, arrow-boards, etc. and installing, shifting, moving and relocating cones, barrels, arrow-boards, etc. as may be required in order to provide access to excavations and during specialty work being performed by others excluding work operations covered under JB402T. The unit price shall also include excavating by hand to expose existing structures. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price bid. The unit price shall also include the cost of supporting and protecting all utilities encountered during the construction field support operation, as required except work operations covered under JB 402T. The unit price bid shall also include alternate methods for construction field support, which may include changes in equipment and special operations, and sequencing and the use of only all hand-held tools due to existing field conditions, including potential delays and extended performance. Any and all Contractor method changes and operation modifications employed for construction field support are deemed to be included in the price bid for this item. Work under this item may be paid in combination with other City, utility or facility accommodation Items bid under other contract items except where expressly excluded from that item.

F. References

1. Sketches JB 100A, JB 100B

JB 500 - REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to remove all abandoned conduit(s), including but not limited to:

1. Conduit(s) (non-concrete encased).

The work shall include the breaking, removal and disposal of conduits (all types excluding steel pipes) and including backfilling with clean earth.

B. Materials

All materials including but not limited to clean backfill shall be supplied by Contractor and approved by the facility operator(s) in consultation with the Resident Engineer.

C. Methods of Construction

The facility operator(s) shall identify the locations of utilities that are abandoned within the contract area that are to be removed under this item. The authorized field representative of the facility operator shall certify in a timely manner acceptable as to which facilities are abandoned. The Contractor shall remove and properly dispose of all conduit(s) material encountered and seal the existing abandoned conduit(s) openings.

D. Method of Measurement

The quantity to be measured for payment shall be the linear footage (L.F.) of total number of conduit(s) removed.

E. Price to Cover

The unit price bid shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to remove the abandoned conduit(s). The price shall also include the cost of removal and disposal of conduit(s); supplying clean earth material, backfilling with clean earth approved by the facility operator(s) in consultation with the Resident Engineer; sealing the existing abandoned conduit(s) openings; and all other items necessary to perform all work incidentals thereto.

F. References

None

JB 501 - REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES

A. Description

Under this Section the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to remove all abandoned plain or reinforced concrete and/or masonry including but not limited to:

1. Abandoned Utility Manholes and Service Boxes;
2. Concrete (Fully or Partially Encased) Conduit Banks
3. Abandoned Structures

The work shall include the breaking, removal and disposal of plain or reinforced masonry, and including backfill with clean earth.

B. Materials

All material shall be supplied by the contractor including but not limited to clean backfill to fill voids and shall be approved by the facility operator(s) in consultation with the Resident Engineer.

C. Methods of Construction

Within trench areas excavated under other items, the facility operator(s) shall identify the locations of abandoned utilities that are to be removed under this item. The authorized field representative of the Facility Operator shall certify in a timely manner which facilities are abandoned. The Contractor shall remove and properly dispose of all material encountered and seal the existing abandoned conduit(s) openings.

D. Method of Measurement

The quantity to be measured for payment shall be the actual volume of plain or reinforced concrete and/or masonry removed measured in Cubic Yards (C.Y.). No deduction will be made for conduit(s) openings in concrete encased conduit lines.

E. Price to Cover

The unit price bid shall cover the cost of all labor, material, equipment, and incidentals necessary to remove the abandoned masonry and/or concrete without disruption of service to the customers and in accordance with contract documents. The unit price bid shall also include the cost: of removal and disposal of all materials, supplying clean earth material, backfilling with clean earth, sealing the existing abandoned conduit openings in manholes and structures if required; and all other items necessary to perform all work incidental thereto.

F. References

None

JB 603T - FURNISH AND INSTALL TELECOMMUNICATIONS CONDUITS

A. Description

Under this Section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to procure and install conduit for the purpose of installing the facility operator's utilities. Conduit runs shall be as shown on the contract drawings or as specified by the facility operator in consultation with the Resident Engineer.

B. Materials

Conduit shall consist of:

PVC – 2" and 4" diameter or 1 ¼" Quad, Type "C" as supplied by American Pipe and Plastics or approved equal

Steel - 4" diameter, ASTM A53, Schedule 40 or approved equal

All conduit including sleeves, couplings, bends, pulling lines, etc. shall be supplied by the Contractor and approved by the facility operator in consultation with the resident Engineer.

The Contractor shall supply all material (Mortar, Brick, etc.) to make repairs to opening(s) as approved by the facility operator in consultation with the Resident Engineer.

C. Method of Construction

The Contractor shall install the specified conduit(s) then rod, mandrel and wire (install pulling line) the new conduits. When conduit pipes are to be connected to existing underground ducts, manholes, or boxes, the Contractor, using hand-held tools only, shall cut existing conduit, to pick-up existing underground conduits with new conduits, make openings into manholes or boxes, install/connect the conduit, and make repairs to seal the openings in the structure.

Steel pipe shall be used for shallow cover and crossing or paralleling steam mains as directed by the facility operator in consultation with the Resident Engineer.

When the facility operator required a combination of conduit types and materials the facility operator will define the configuration of the conduit system and the location of each type within the conduit bank. All conduit shall be spaced 1 ½" both vertically and horizontally from the adjacent conduit(s). All conduits shall be encased in lean concrete ($f'c = 1200$ to 1500 psi maximum) which shall extend 2" beyond each face of the conduit formation, above and each side of the conduit formation.

If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the facility operator(s) and measured for payment under Item JB 403.

The work shall be performed in accordance with the contract plans, specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

09/13/17

D. Methods of Measurement

The quantity to be measured for payment shall be the number of linear feet (LF) of conduit trench for which conduit was furnished and installed:

1. 603T.1 - Install 1 ea. 2", 4" or 1 1/4" Quad" Conduit (PVC or Steel) in any combination
2. 603T.2 - Install 2 ea. 2", 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
3. 603T.3 - Install 4 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
4. 603T.4 - Install 6 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
5. 603T.5 - Install 8 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
6. 603T.6 - Install 12 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
7. 603T.7 - Install 15 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
8. 603T.8 - Install 24 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
9. 603T.9 - Install 30 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination

A Quad, consisting of four 1 1/4" conduits shall be supplied as one unit. For purposes of measurement and payment each quad unit of four 1 1/4" ducts shall be counted as one duct.

For any equivalent combination not fitting the above categories payment shall be based on the next higher category.

E. Price to Cover

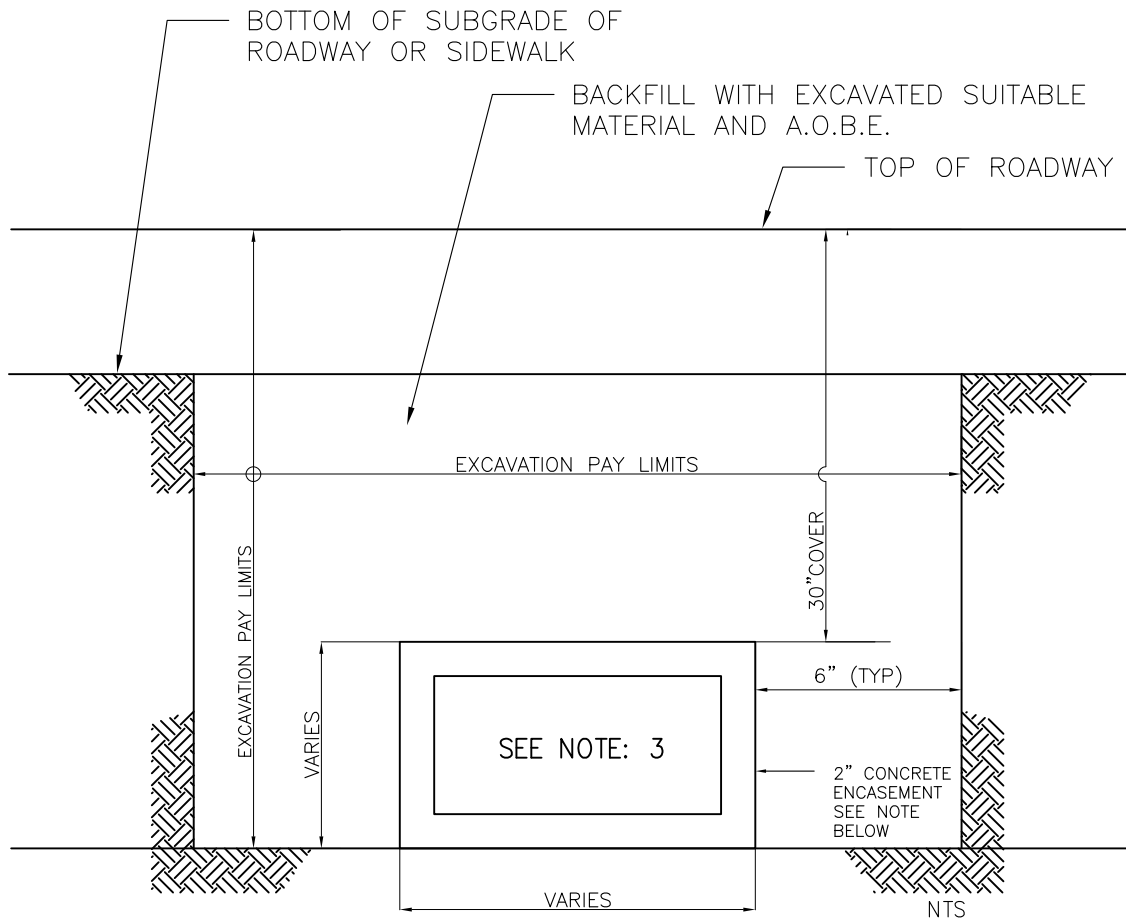
The unit price per linear foot of Conduit trench shall cover the cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, install, rod, rope, and perform any other associated work required to install the conduit completely in place. Where conduits are to be connected to ducts, manholes or boxes, the cost of cutting and/or breaking into the ducts, manholes or boxes, installing and sealing the conduit, including duct plugs; and making repairs to the openings in the structure shall be considered as included in the unit price bid for the installation of the conduit. All acceptance testing, including passing a mandrill with a diameter of 1/8" less than the inside diameter of the duct through the entire length of the duct, as required by the facility operator shall be considered as included in the unit price.

Payment for trench excavation shall be paid under Item JB 405.

Steel protection plates shall be paid for under Item JB 403T

F. References

1. Sketch JB 603T
2. Item JB 405
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902



TYPICAL CONDUIT EXCAVATION AND BACKFILL

NOTES:

QUEENS, BROOKLYN & STATEN ISLAND

1- CONCRETE ENCASEMENT REQUIRED IF TOP OF DUCTS IS 20" OR LESS FROM SURFACE AND ALL BENDS, SWEEPS AND CHANGE OF GRADE. FOR COVER LESS THAN 20", 3/8" STEEL (A36M) COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

MANHATTAN & BRONX,

2- FOR COVER LESS THAN 20", 1/4" STEEL (A36M) COVER COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

3- CONDUIT CONFIGURATION TO BE DETERMINED BY ECS/VERIZON REPRESENTATIVE.

J.B. SKETCH

TRENCH EXCAVATION
FOR CONDUIT

09/13/2017

CONTRACT NO.

SKETCH NO.
JB 603T

JB 636E - ADJUSTMENT OF UTILITY HARDWARE

Under this section the Contractor shall adjust existing utility street hardware including vault grates, valve boxes, etc., to the proposed grade by either building up or lowering the installation and resetting the castings, as and where directed by the facility operator.

A. Description

Building up or lowering the installation and resetting the castings shall consist of removing the existing frame and cover, building up or decreasing the existing installation, replacing the frame and/or cover if damaged, as determined by the facility operator, with a new frame and/or cover furnished by the facility operator, and setting the frame and cover to the new elevation.

B. Materials

Materials used shall comply with the Standards and specifications of the facility operator having jurisdiction over the installations. Where high-early strength concrete is required by the Resident Engineer to be placed adjacent to utility installations then the requirement for mortar shall be quick setting mortar capable of obtaining a minimum compressive strength of 1,500 psi in two (2) hours, and the requirement for concrete shall be high-early strength complying with current N.Y. State Department of Transportation, Standard Specifications for Class F concrete.

When castings and/or covers are deemed inadequate at a location as determined by the facility operator, the facility operators shall furnish new castings and/or covers to the Contractor for installation. The Contractor is required to inform the utility operator in advance of the need for the castings. Materials supplied by the facility operator shall be delivered to the contractor's designated storage area.

C. Methods of Construction

The Contractor shall breakout and dispose of sidewalk, curb, pavement and/or pavement base around existing casting, excavate as required to remove casting and install existing or replacement casting, remove casting, protect opening, reinstall existing casting or install new casting to the proposed grades, backfill, grade and compact fill around casting, install base concrete and or sidewalk pavement and curb, tack coat around frame, install and remove temporary pavement around casting where directed by the facility operator; and install and compact asphalt binder and wearing course or other permanent pavement around casting and perform all work in accordance with the contract plans and the specifications.

Setting or resetting the castings shall be done with bricks plus mortar and/or by raising or lowering adjustable castings according to the standards of the utility owner having jurisdiction over the installation. Work shall be done in a workmanlike manner. Any damage resulting from the Contractor's operations to the existing installation which is to remain shall be satisfactorily corrected at the Contractor's own expense, as directed by the facility operator. Castings, which are deemed unacceptable for resetting, shall become the property of the Contractor and shall be removed and disposed of by him away from the site.

No traffic shall be allowed on adjusted utility hardware until permitted by the facility operator.

D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (EA) in each size group actually adjusted as specified under each item. The size of each utility hardware unit, measured in width, shall be defined as either, the diameter of the exposed edge of the casting, or the exposed edge of the longest side of rectangular frames as indicated in sketch JB 636.

JB 636 EA - Adjustment of Utility Hardware (Under 7" Width)

JB 636 EB - Adjustment of Utility Hardware (7" to under 14" Width)

JB 636 EC - Adjustment of Utility Hardware (14" to under 30" Width)

JB 636 ED - Adjustment of Utility Hardware (30" to under 34" Width)

JB 636 EE – Adjustment of Utility Hardware (34" to under 41" Width)

JB 636 EG - Adjustment of Utility Hardware (41" to under 75" Width)

JB 636 EH - Adjustment of Utility Hardware (75" to under 125" Width)

JB 636 EI - Adjustment of Utility Hardware (125" to under 170" Width)

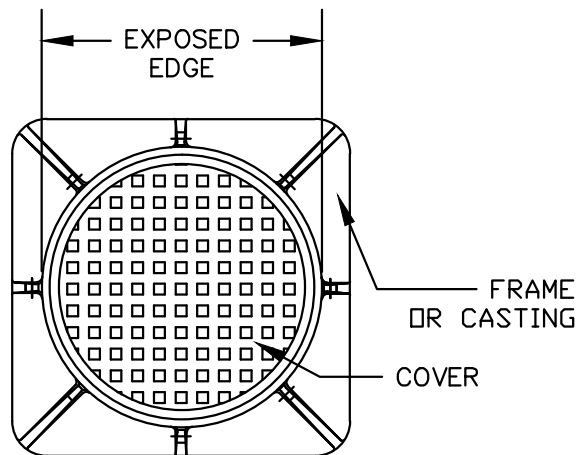
E. Price to Cover

The price for re-grading utility hardware shall be the unit price per each (EA.) and shall cover the cost of furnishing all labor, materials, plant, equipment, and incidentals required to remove existing frames and covers; build up the existing installations with brick and mortar, or lower the existing installations by removing bricks and mortar; replace damaged frames and/or covers with frames and/or covers furnished by others; break out pavement and/or pavement base; protect existing opening and installation; set the frames and covers to new elevations; grade and compact fill; install base concrete; tack coat frame; install, remove, and dispose temporary pavement; install and compact asphalt binder and wearing course or other permanent pavement; repair minor structural damage 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; and complete the work in accordance with the plans, the specifications, and the directions of the facility operator.

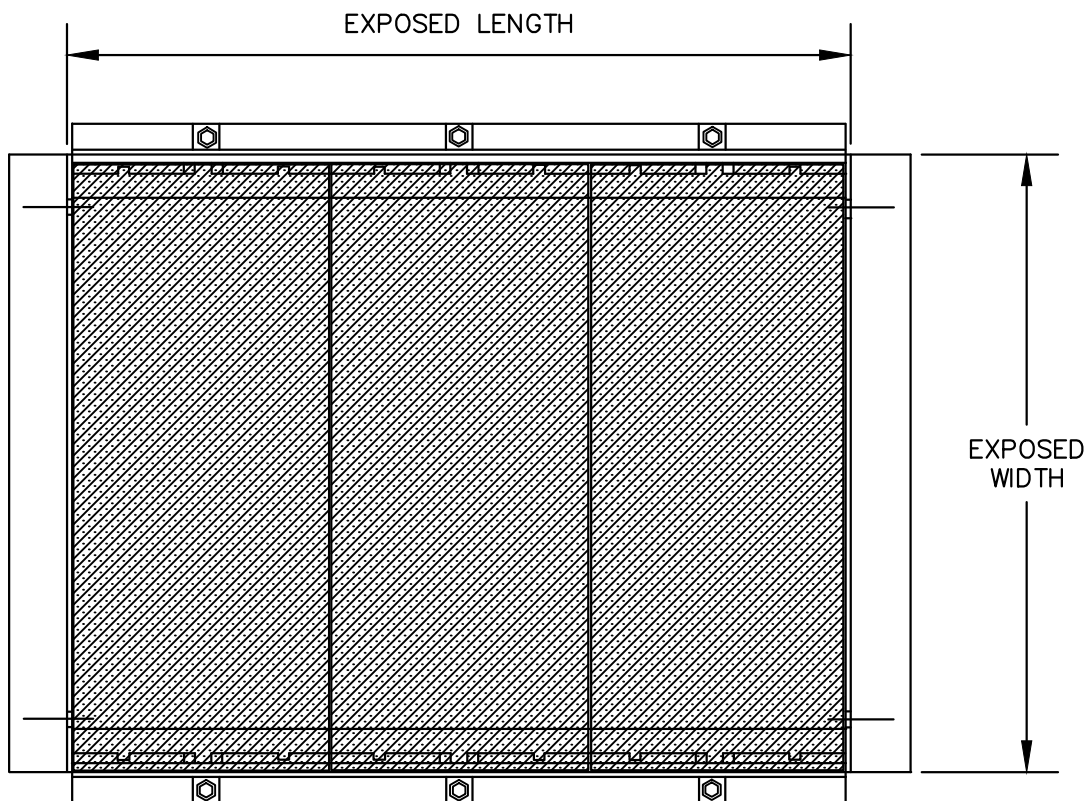
F. References

1. NYS DOT Standard Specs for Class F Concrete
2. Con Edison Specifications, latest revisions. EO-10321-B, latest revision – Chimneys, collars & grading blocks for manholes & vaults construction and installation
3. Sketch JB 636E

ROUND COVERS



RECTANGULAR COVERS/FRAMES



PLAN VIEW

N.T.S.

ADJUSTMENT OF
UTILITY HARDWARE

LAST REVISION
6/30/2015

SKETCH NO.
JB 636E

JB 636 M - MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to maintain, protect, and accommodate the integrity of utility hardware during pavement milling and resurfacing operations. Hardware includes castings, frames, and covers on utility structures, valve box cover castings, concrete collars around steam castings, and all other hardware protecting utility facilities.

B. Materials – N/A

C. Method of Construction

Removal of existing pavement around utility hardware shall be performed by the Contractor with extreme caution by utilizing appropriate methods of operation, by employing specialized construction equipment, and by special operations and sequencing.

The Contractor shall not mill existing pavement within 12" of the perimeter of utility hardware. Removal of pavement within 12" of the perimeter of utility hardware shall be by cutting with pavement breakers or other methods as proposed by the Contractor. All methods shall be presented to the facility operator and the Resident Engineer by the Contractor prior to the start of construction and shall be approved by the facility operator in consultation with the Resident Engineer.

During removal of existing pavement and for the duration of project, the Contractor shall protect utility hardware from damage by the Contractor's operations and traffic. Contractor shall also provide all necessary protection to pedestrians to prevent injury to pedestrians when crossing utility hardware during the project. Utility street hardware damaged by the Contractor or others during the project shall be replaced by the Contractor at Contractor's expense.

The Contractor shall not place any paving materials over utility hardware during the project.

D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (ea) in each size group actually adjusted as specified under each item. The size of each hardware unit, measured in width, shall be defined as the diameter of circular covers, the major axis of elliptical covers, or the larger length or width of rectangular covers.

1. Item 636 MA – Modification of Work Methods to Accommodate Utility Hardware (Under 7" Width)
2. Item 636 MB – Modification of Work Methods to Accommodate Utility Hardware (7" to under 14" Width)

2/28/20

3. Item 636 MC – Modification of Work Methods to Accommodate Utility Hardware (14" to under 30" Width)
4. Item 636 MD – Modification of Work Methods to Accommodate Utility Hardware (30" to under 34" Width)
5. Item 636 ME – Modification of Work Methods to Accommodate Utility Hardware (34" to under 41" Width)
6. Item 636 MG – Modification of Work Methods to Accommodate Utility Hardware (41" to under 75" Width)
7. Item 636 MH – Modification of Work Methods to Accommodate Utility Hardware (75" to under 125" Width)
8. Item 636 MI – Modification of Work Methods to Accommodate Utility Hardware (125" to under 170" Width)
9. Item 636 SMB – Modification of Work Methods to Accommodate Utility Steam Hardware (Under and including 8" Width)
10. Item 636 SMC – Modification of Work Methods to Accommodate Utility Steam Hardware (Above 8" to 34" Width)

A. Price to Cover

The price to modify work methods to accommodate Utility Hardware during pavement milling and resurfacing operations shall include the cost of all incremental labor, materials, time, equipment, insurance and incidentals required for removal and disposal of existing pavement, installation and compaction of base and wearing course materials, installation and compaction and removal of temporary asphalt concrete mixture, tack coating; in accordance with the plans, the specifications and the directions of the facility operator in consultation with the Resident Engineer. The price to cover shall further include the cost of maintaining, protecting, and accommodating the integrity of utility street hardware during the project and during the performance of milling and resurfacing and the incremental additional work and effort made necessary to protect pedestrians from injury when crossing utility hardware during the project. The price to cover shall further include additional areas of modification of work methods beyond 12" of the perimeter of the utility street hardware due to the milling equipment and the location of other utility hardware, city street hardware, utility poles, street lights, traffic signals, curbs, sidewalks, medians, guide rails, pavement stops, cobblestones, and pavers. The price to cover for Items 636 SMB and 636 SMC shall also include modification of work methods due to existing concrete collars surrounding these castings.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Adjustment to utility hardware shall be paid for under the appropriate JB 636E item.

F. References

1. JB 636E

JB 638NT – FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURES

Under this item the Contractor shall perform the complete installation of field constructed utility structures approved by the facility operator in consultation with the Resident Engineer. The utility structure shall be field constructed and installed in compliance with standard utility specifications and/or methods approved by the facility operator in consultation with the Resident Engineer.

A. Description

Installation of field constructed utility structure shall comply with utility standard specifications and/or as directed by the facility operator in consultation with the Resident Engineer and shall include:

- Service Boxes (various sizes)
- Manholes (various sizes)

Where approved by the facility operator, telephone structures may as an alternate be constructed of precast reinforced concrete.

B. Materials

The facility operator will furnish cable racks, pulling-in irons, sump castings, hardware, manhole steps/ladder supports and cast iron frames and covers. All other materials required for a complete manhole installation including concrete, reinforcing steel and structural steel shall be supplied by the Contractor and shall comply with the standards of the facility operator.

The Contractor shall notify the facility operator a minimum of 30 days prior to manhole construction for scheduling materials to be furnished by the utility company. The Contractor shall pick up said materials at the facility operator's yard.

All concrete shall have a minimum compressive strength of 4,000 psi at 28 days.

Reinforcing steel shall be deformed bars conforming to ASTM, Grade 60.

Structural steel shall conform to the requirements of ASTM A-36. Bolts shall conform with the requirements of ASTM A-325.

The Contractor shall supply all necessary materials (mortar, concrete, brick, etc.) for sealing duct entrance windows in manholes and for constructing chimneys and bricking up castings to grade.

C. Method of Construction

All work shall comply with the utility specifications, plans, and standards of the facility operator.

Refer to specification JB 406 for excavation and sheeting requirements associated with telephone manhole construction. Where replacement manholes are indicated on the plans, the demolition

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and removal of the existing manhole structure and the protection of existing cables and splices will be paid separately under JB 638R.

The Contractor shall perform the necessary field construction of the floor, walls, and roof of the utility structure as shown on the Plans and as directed by the facility operator in consultation with the Resident Engineer. No traffic shall be allowed on the structure until permitted by the facility operator in consultation with the Resident Engineer.

Field conditions may require the contractor to modify the design of the manhole structure, as directed by the facility operator in consultation with the Resident Engineer.

Refer to specification JB 636E for guidelines relating to the installation of new frames and covers.

All structural steel roof beams shall be ground free of burrs and painted with one shop coat and two field coats of finish paint. The Contractor shall make provisions for and incorporate into the manhole all required materials as shown on the Plans, standard utility details or as directed by the facility operator in consultation with the Resident Engineer.

The Contractor shall provide duct entry windows in the new manhole as shown on the Plans and as directed by the facility operator. All windows shall be properly sealed around new ducts per utility company requirements.

All cable racks and wall brackets shall be supported on walls with $\frac{1}{2}$ " dia. X 2- $\frac{1}{2}$ " long galvanized steel machine bolts using $\frac{1}{2}$ " concrete inserts or expansion bolts. Vertical spacing of inserts shall not exceed 18" o.c. (typ).

The Contractor shall confirm placement of concrete inserts for cable rack supports, pulling-in irons, and other embedments shown on the Plans with the facility operator, in consultation with the Resident Engineer, prior to manhole construction.

All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator in consultation with the Resident Engineer and at the Contractor's expense. The contractor shall perform the installation of the utility structure while maintaining, supporting, and protecting and accommodating the integrity of all utility facilities (without disruption of service) located within the areas of the excavation and the field constructed structure.

This item shall also apply when partially or totally rebuilding or modifying an existing utility structure.

The Contractor is advised that in lieu of poured-in-place structures the substitution of Precast Reinforced Concrete Structures that comply with Utility Specifications, will be permitted only when approved by the facility operator in consultation with the Resident Engineer, along with the following provisions:

1. Precast telephone manholes shall be constructed to the interior manhole dimensions and details shown on the Plans.

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2. The Contractor shall submit shop drawings and design calculations for each precast manhole structure for review and approval by the facility operator and the Resident Engineer prior to fabrication. Shop drawings shall show the overall structure dimensions, roof openings, window sizes and locations, sump locations, reinforcing steel and details, construction joint types and locations including sealant material proposed. The inside face of all windows (4 sides) shall be beveled and provisions made for all inserts and hardware for a complete manhole installation, including cable pulling iron embedments and cable rack insert embedments in accordance with the standards and requirements of the facility operator.
3. Precast manhole design criteria shall be as follows:
 - Concrete Minimum Compressive Strength: 4,000 psi or greater at 28 days.
 - Steel Reinforcement: ASTM A-615, Grade 60.
 - Design Loading: AASHTO HS20-44
 - Shop drawings and calculations shall state design methodology used and all design assumptions including soil pressures and ground water levels used in the design.
4. A 9-inch thick compacted stone ballast leveling pad shall be provided as a foundation for all precast manholes.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar in place to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price under this item shall be a unit price per cubic yard (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar placed in the field constructed utility structure. The unit price shall cover the cost of all labor, materials, plant, equipment, insurance and incidentals required to field construct partially or totally, rebuild or modify, a utility structure. The unit price shall also include all formwork installation and removal, installation of concrete, bricks, mortar, steel reinforcement, structural steel beams, furnish and install pre-cast concrete, chimney, and installation of interior and exterior hardware, including frames and covers. The Contractor shall also install pipes, conduits, sumps, drains, sleeves, related steel or cast iron materials or equipment through the structures as shown on the drawings. Upon removal of forms, the Contractor shall remove debris and face off the entire interior of the structure. The unit price includes necessary realignment of existing ducts into the new structure up to five feet from the outside face of the new structure; any additional duct realignment required shall be paid under a separate JB item. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the field constructed structure, and the furnishing of samples, as required. All work shall comply with the plans, specifications, standards, and directions of the facility operator in consultation with the Resident Engineer.

06/20/2019

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required. All required break out and disposal of all types of conduits/duct banks in new structure area, including maintenance and support of cable shall be included in JB 638R. Where precast reinforced concrete manholes are used in lieu of poured in place manholes, the cost for furnishing, delivery and installation of the precast reinforced structures, additional excavation associated with the widening and deepening of trench due to increased width of precast structures and due to the placement of a stone ballast leveling pad; stone ballast; connections; and all work incidental thereto all in accordance with the Plans, Specification and Standards, shall be deemed included under this item. No additional or separate payments will be made for any work associated with the installation of precast reinforced structures.

The cost of providing an anti-freeze additive in concrete, when required, shall be paid for under Item 9.04 HW.

F. References

1. JB 406
2. JB 636E
3. JB 638R
4. Standard Utility Specifications and Drawings

JB 638RT – BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES

A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to partially or totally break out and remove existing utility structures using methods approved by the facility operator. Breaking out and removing existing utility structures shall be performed while maintaining and protecting all subsurface facilities, at locations approved by the Facility Operator. The Contractor will encounter various underground facilities, located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables.

All work required to partially or totally break out and remove existing utility structures shall comply with standard utility specifications and/or as directed by the facility operator and shall include but not be limited to:

- Service Boxes (various sizes)
- Manholes (various sizes)
- Vaults (various sizes)
- Valve Boxes (various sizes)
- Concrete encased conduits containing cables

B. Materials

All materials used shall be supplied by the Contractor and comply with the standards of the facility operator.

C. Method of Construction

The Contractor shall perform the necessary breaking out and removal of the existing utility structure while maintaining and protecting all subsurface facilities. The Contractor will encounter various underground facilities located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables, as directed by the facility operator. All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator and at the Contractor's expense.

This item shall also apply when partially or totally breaking out and removing an existing utility structure.

The rebuilding of the utility structure is covered under JB 638NT.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price bid under this item shall be a unit price per cubic yard (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed. The unit price shall also cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to partially or totally break out, remove and dispose of existing utility structure. The unit price shall also include demolition of the existing utility structure, haul away and disposal of demolished materials, formwork, concrete, bricks, mortar, steel reinforcement, structural steel beams, interior hardware, exterior hardware, including frames and covers. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the existing structure. All work shall comply with the plans, specifications and standards, provided by and at the directions of the facility operator.

The unit price shall include providing access to the facility operator tenants to verify and test cables before, during and after breaking out and removal of the utility and after conduit removal by the Contractor. The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB 638RT as JB 638RT covers access to the work site at all times.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required.

F. References

1. JB 406
2. Standard Utility Specifications and Drawings

JB 798 - MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities;
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities;

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 798, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 798, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility crossing.

10/05/2017

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 798, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 24 inches to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, trolley conduits and main conduit), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

The price shall include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 798



NON CONCRETE YOKE	
J.B. SKETCH	
ACCOMODATION FACILITIES CROSSING TROLLEY RAILROAD STRUCTURES	
CONTRACT NO.	SKETCH NO. JB 798

JB 799 - MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities; and
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities.

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated on the Plans or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated on the Plans or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility to the edge of the trolley structure.

10/05/2017

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, trolley conduits, and main conduits), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

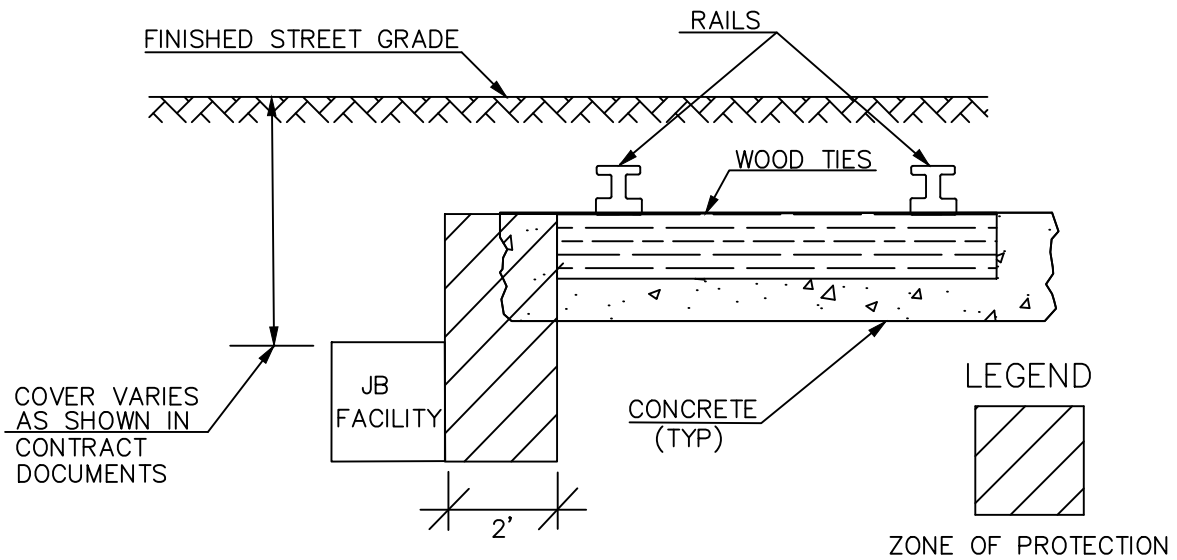
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure, and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

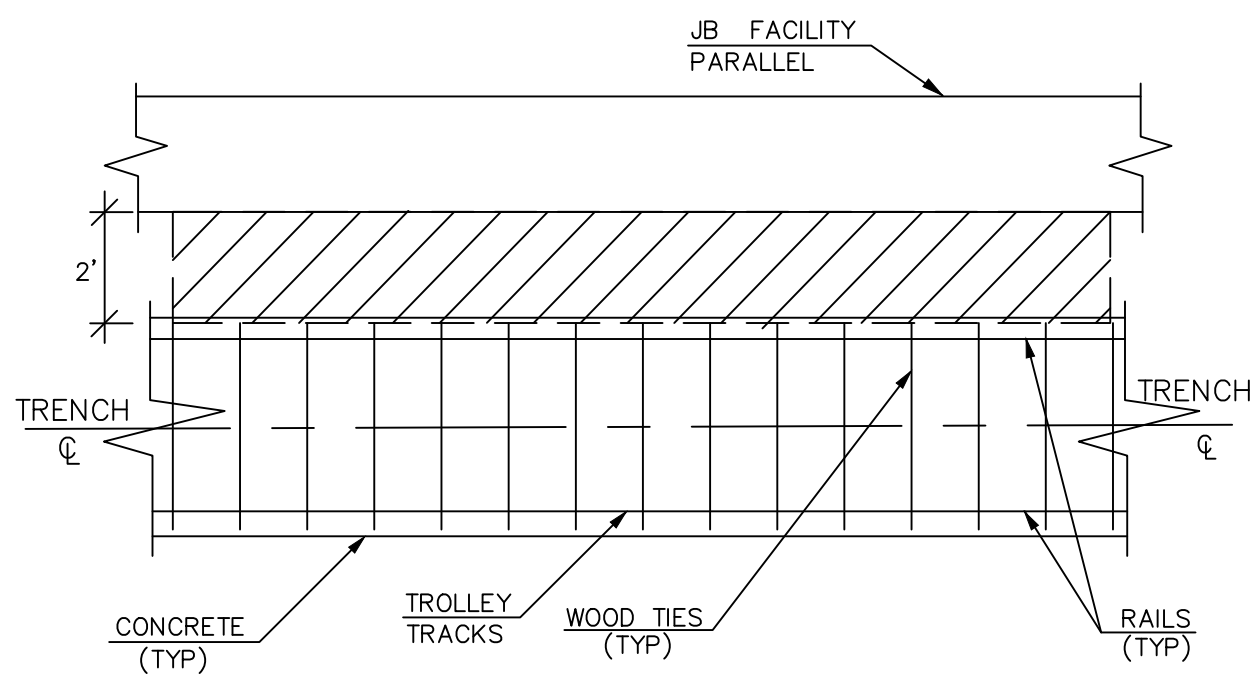
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 799



SECTION OF JB FACILITIES PARALLELING TROLLEY TRACKS



PLAN OF JB FACILITIES PARALLELING TROLLEY TRACKS

NON CONCRETE YOKE	
J.B. SKETCH	
ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES	
REVISIONS	CONTRACT NO.
11/28/2018	SKETCH NO. JB 799

JB 800 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost Sharing Gas Facilities and
7. Steam Facilities

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 800, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 800, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility crossing.

10/05/2017

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 800, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 3 feet to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

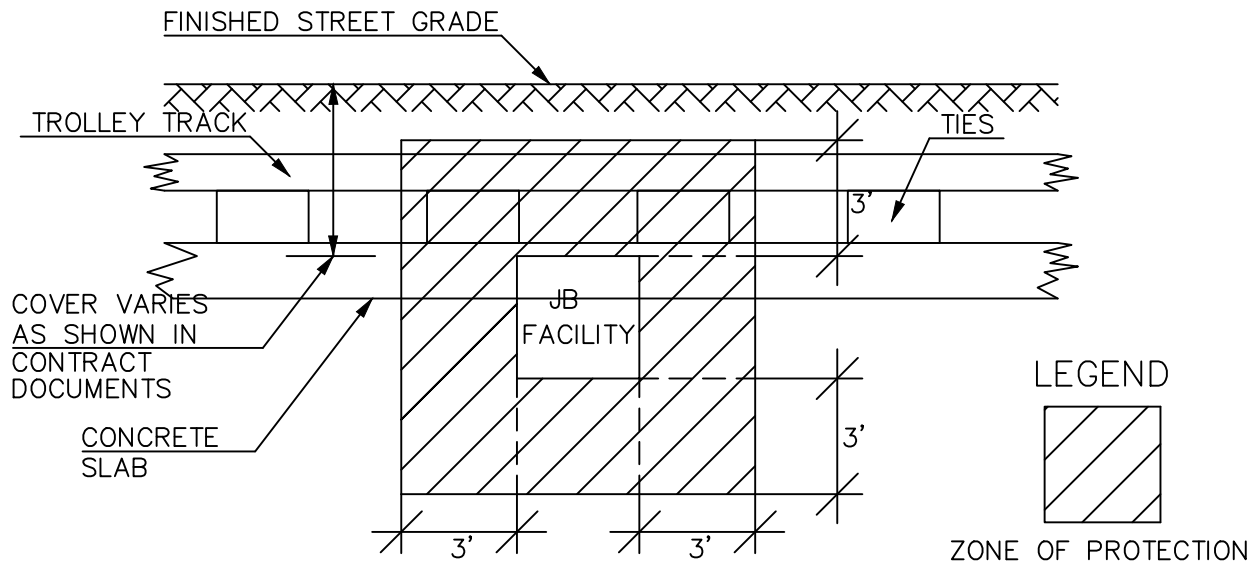
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

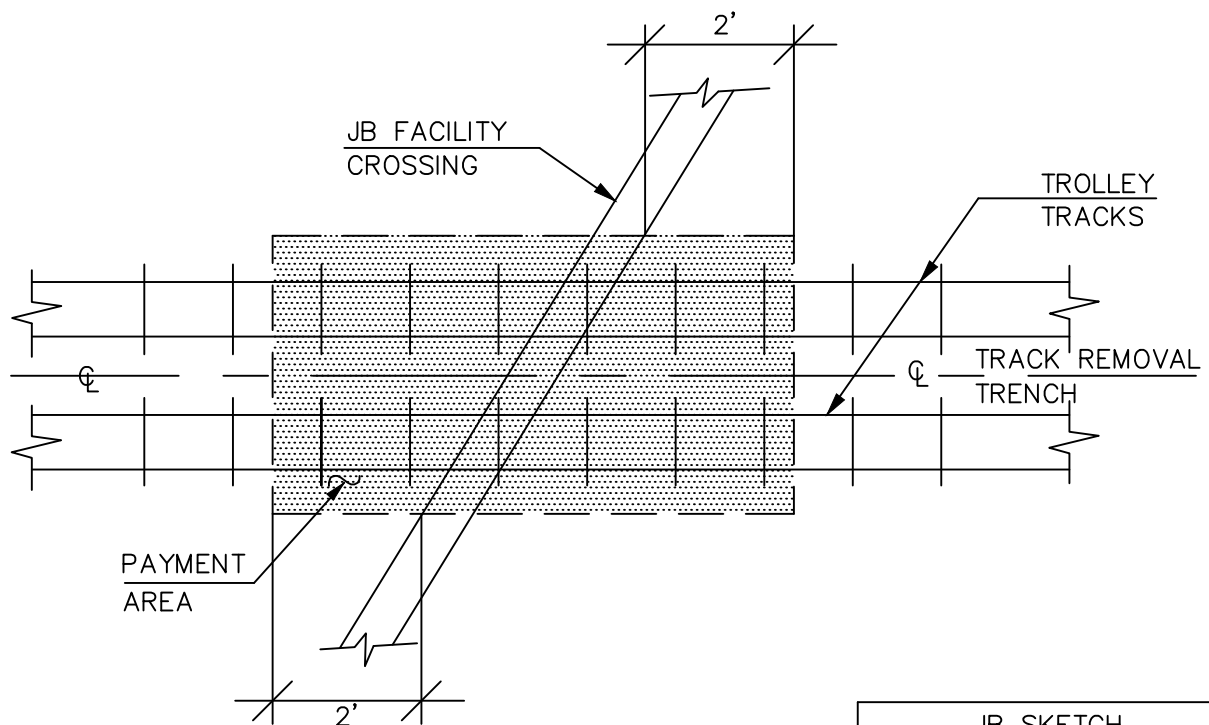
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 800



SECTION OF JB FACILITIES CROSSING
TROLLEY TRACKS



PLAN OF JB FACILITIES
CROSSING TROLLEY TRACKS

REVISIONS
11/28/2018

JB SKETCH	
ACCOMODATION FACILITIES AT TROLLEY RAILROAD STRUCTURES	
CONTRACT NO.	SKETCH NO. JB 800

JB 801 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost sharing gas facilities and
7. Steam facilities

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated in sketch JB 801 or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated in sketch 801 or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility.

10/05/2017

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

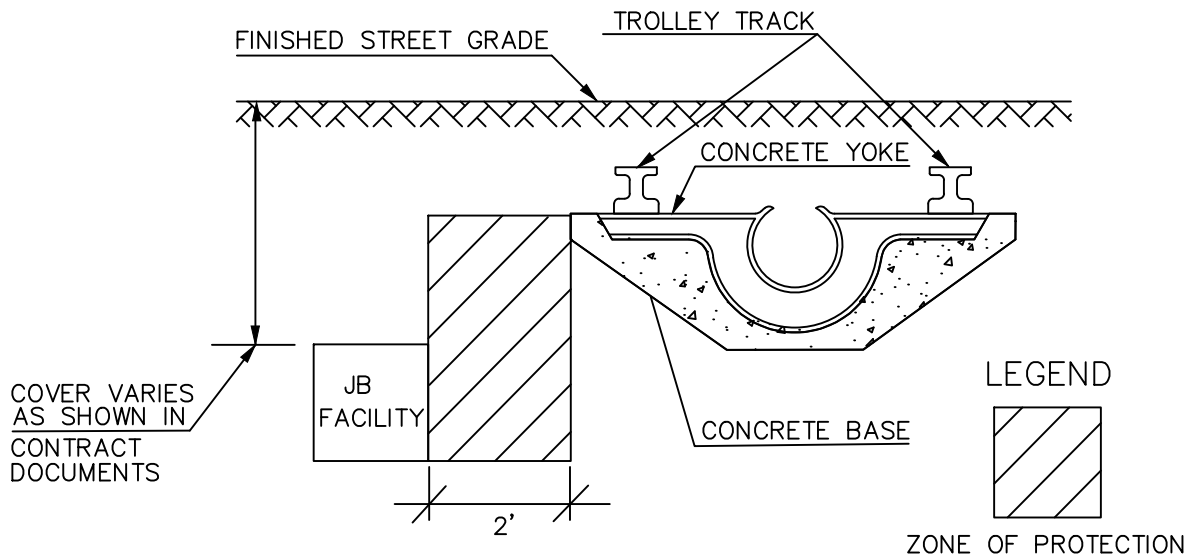
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

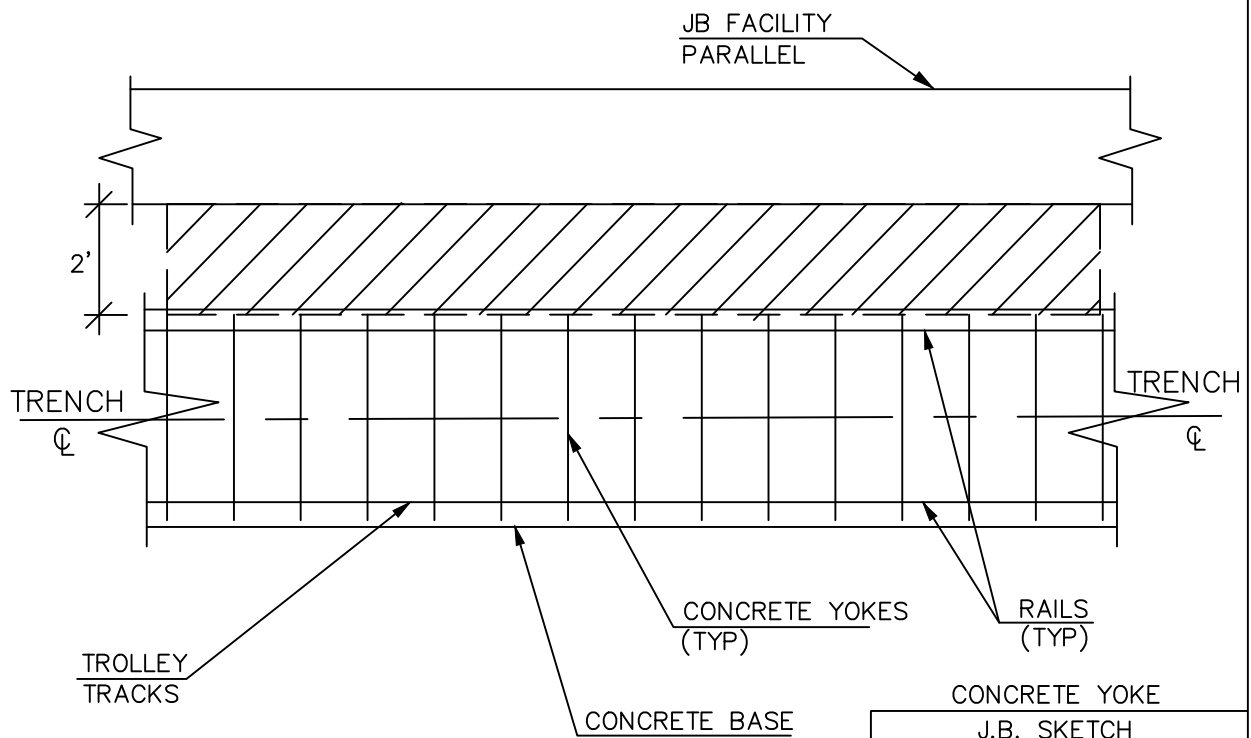
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 801



SECTION OF JB FACILITIES PARALLELING
TROLLEY TRACKS



PLAN OF JB FACILITIES
PARALLELING TROLLEY TRACKS

CONCRETE YOKE	
J.B. SKETCH	
ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES	
REVISIONS	CONTRACT NO.
11/28/2018	SKETCH NO. JB 801

JB 802 - SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS AND SIDEWALKS

A. Description

Under this Section, the Contractor shall be required to modify work methods of installing new curb and sidewalk in order to maintain, protect and accommodate the integrity of private Utility Facilities located within a zone of protection immediately beneath existing sidewalk and curb designated to be replaced under other Contract items. The zone of protection shall define an area of curb and sidewalk where: work is within the vicinity of private Utility Facilities as shown on the Special Care Excavation Plan or where utilities are encountered during construction that are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk.

B. Materials – N/A

C. Method of Operation/Construction

Once clearances have been verified by available records to the satisfaction of the facility operator, the Contractor shall exercise extreme caution to install new curb and sidewalks within zoned areas of protection. Exercising extreme caution shall mean utilizing appropriate methods of operation/construction, special operations and sequencing, and by employing hand labor, using hand held tools only, under the personal direction of the appropriate facility operator. The work shall incorporate, but not be limited by, the following restrictions:

1. Removal of Existing Curb and Sidewalk

Removal of existing curb and sidewalk material shall be performed by saw cutting the curb and sidewalk, for a depth of not less than 2", to assist the Contractor in breaking up the concrete curb and sidewalk for removal by hand. Curb and sidewalk removal shall be done with hand labor, using hand held tools only while working from adjacent undisturbed sidewalk and/or pavement. Furthermore, it shall be understood to mean that digging and/or excavating directly with power-mechanized earth moving equipment will not be permitted. Power mechanized earth moving equipment may only be used as a depository of material removed from the excavation by hand as described above. All equipment, methods, and maintenance and protection provisions shall require full authorization by the facility operator.

2. Preparation and Installation of New Curb and Temporary and New Sidewalk

Backfilling, filling, grading of sub base, and installation of new curb and both temporary and new sidewalk, as required under other Contract Items, shall be performed utilizing materials, equipment and methods of construction that will insure the integrity of the private utility facilities and at the same time meet all requirements for this work as specified in other sections of this contract.

3. Compaction

The Contractor shall compact all sub-grade and new sub-base materials by utilizing native and/or blended fill material, equipment and methods of construction that will ensure integrity of private Utility Facilities and at the same time meet all requirements for compaction as specified in Section 4.11 of the Standard Highway Specifications.

4. Powered Excavating Equipment Limitations

The Contractor shall not employ powered or mechanical excavating equipment within the zone of protection. Powered or mechanical excavating equipment may only be used as a depository for material removed from the excavation by hand as described above.

The Contractor shall not be permitted to store, stand and/or travel equipment/vehicles on specified unpaved zoned protection areas.

D. Method of Measurement

1. ITEM JB 802A

The quantity of "Special Care Excavation and Restoration for Sidewalk Work" to be measured for payment shall be the number of square feet (SF) of new sidewalk actually installed under other contract items within the zone of protection areas requested by the facility operator. For payment purposes, the horizontal limits for a zone of protection area shall be defined as the area designated on the plans or an area equal to the length of the designated facility multiplied by its width plus 18 inches on each side. Where overlapping of zones occur due to multiple facilities, the area will be modified to one zone measured from the outside limits. Where the 18-inch area falls beyond the curb line the outside boundary shall be the curb line.

2. ITEM JB 802B

The quantity of "Special Care Excavation and Restoration for Curb Work" to be measured for payment shall be equal to the number of linear feet (LF) of new curb actually installed under other contract items within the zone of protection areas requested by the facility operator.

E. Price to Cover

1. ITEM JB 802A

The contract price per square foot for "Special Care Excavation and Restoration for Sidewalk Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required for excavation and disposal of pavement, base and all other material to new sub-grade within and adjacent to zone of protection areas; saw cutting, grading, preparation of sub-grades, backfilling and compaction within zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting and accommodating the integrity of private Utility Facilities during the performance of sidewalk reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

2. ITEM JB 802B

The contract price per linear foot for "Special Care Excavation and Restoration for Curb Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required to install new curbs and temporary restoration material under other Contract items, within and adjacent to zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting, and accommodating the integrity of private Utility Facilities during the performance of curb reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

Payment for all work specified herein shall be made on a one-time basis only; no payment will be made for the same area of sidewalk or length of curb more than one time. In addition, work under these items shall not be paid in combination with other utility items.

F. References

1. Section 4.11 Standard Highway Specification

JB 803 - LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS

A. Description

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to oil or static facilities, and any other facilities of various sizes and configurations paralleling or crossing proposed saw cut areas located within a zone of protection associated with roadway removal operations, as determined by the utility operator. Utility facilities which cross under and between the saw cut area are included within this item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and determined by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or crossing the saw cut area within a zone of protection as determined by the Facility Operator, during the roadway saw cut. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use pneumatic tools to line cut the pavement in lieu of saw cut by machine. It is the sole discretion of the facility operator(s) to determine relationships and/or dimensions, and advise the Contractor to proceed with pneumatic tools to line cut existing roadway structure.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of line cut performed by pneumatic tools measured along the length of cut. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

JB 803.1 Line cut Asphalt Roadway (LF)

JB 803.2 Line cut any combination of Asphalt and Concrete Roadway (LF)

JB 803.3 Line cut any combination of Asphalt, Concrete, and Belgium Block (LF)

09/13/2017

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include any additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

F. References

1. NYS Industrial Code Rule 753

JB 802 - SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS AND SIDEWALKS

A. Description

Under this Section, the Contractor shall be required to modify work methods of installing new curb and sidewalk in order to maintain, protect and accommodate the integrity of private Utility Facilities located within a zone of protection immediately beneath existing sidewalk and curb designated to be replaced under other Contract items. The zone of protection shall define an area of curb and sidewalk where: work is within the vicinity of private Utility Facilities as shown on the Special Care Excavation Plan or where utilities are encountered during construction that are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk.

B. Materials – N/A

C. Method of Operation/Construction

Once clearances have been verified by available records to the satisfaction of the facility operator, the Contractor shall exercise extreme caution to install new curb and sidewalks within zoned areas of protection. Exercising extreme caution shall mean utilizing appropriate methods of operation/construction, special operations and sequencing, and by employing hand labor, using hand held tools only, under the personal direction of the appropriate facility operator. The work shall incorporate, but not be limited by, the following restrictions:

1. Removal of Existing Curb and Sidewalk

Removal of existing curb and sidewalk material shall be performed by saw cutting the curb and sidewalk, for a depth of not less than 2", to assist the Contractor in breaking up the concrete curb and sidewalk for removal by hand. Curb and sidewalk removal shall be done with hand labor, using hand held tools only while working from adjacent undisturbed sidewalk and/or pavement. Furthermore, it shall be understood to mean that digging and/or excavating directly with power-mechanized earth moving equipment will not be permitted. Power mechanized earth moving equipment may only be used as a depository of material removed from the excavation by hand as described above. All equipment, methods, and maintenance and protection provisions shall require full authorization by the facility operator.

2. Preparation and Installation of New Curb and Temporary and New Sidewalk

Backfilling, filling, grading of sub base, and installation of new curb and both temporary and new sidewalk, as required under other Contract Items, shall be performed utilizing materials, equipment and methods of construction that will insure the integrity of the private utility facilities and at the same time meet all requirements for this work as specified in other sections of this contract.

3. Compaction

The Contractor shall compact all sub-grade and new sub-base materials by utilizing native and/or blended fill material, equipment and methods of construction that will ensure integrity of private Utility Facilities and at the same time meet all requirements for compaction as specified in Section 4.11 of the Standard Highway Specifications.

4. Powered Excavating Equipment Limitations

The Contractor shall not employ powered or mechanical excavating equipment within the zone of protection. Powered or mechanical excavating equipment may only be used as a depository for material removed from the excavation by hand as described above.

The Contractor shall not be permitted to store, stand and/or travel equipment/vehicles on specified unpaved zoned protection areas.

D. Method of Measurement

1. JB 802A

The quantity of "Special Care Excavation and Restoration for Sidewalk Work" to be measured for payment shall be the number of square feet (S.F.) of new sidewalk actually installed under other contract items within the zone of protection areas requested by the facility operator. For payment purposes, the horizontal limits for a zone of protection area shall be defined as the area designated on the plans or an area equal to the length of the designated facility multiplied by its width plus 18 inches on each side. Where overlapping of zones occur due to multiple facilities, the area will be modified to one zone measured from the outside limits. Where the 18-inch area falls beyond the curb line the outside boundary shall be the curb line.

2. JB 802B

The quantity of "Special Care Excavation and Restoration for Curb Work" to be measured for payment shall be equal to the number of linear feet (L.F.) of new curb actually installed under other contract items within the zone of protection areas requested by the facility operator.

E. Price to Cover

1. JB 802A

The contract price per square foot for "Special Care Excavation and Restoration for Sidewalk Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required for excavation and disposal of pavement, base and all other material to new sub-grade within and adjacent to zone of protection areas; saw cutting, grading, preparation of sub-grades, backfilling and compaction within zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting and accommodating the integrity of private Utility Facilities during the performance of sidewalk reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

2. JB 802B

The contract price per linear foot for "Special Care Excavation and Restoration for Curb Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required to install new curbs and temporary restoration material under other Contract items, within and adjacent to zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting, and accommodating the integrity of private Utility Facilities during the performance of curb reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

Payment for all work specified herein shall be made on a one-time basis only; no payment will be made for the same area of sidewalk or length of curb more than one time. When the installation of curb and sidewalk are performed as separate operations on the same location, payment shall be made separately for each operation. In addition, work under these items shall not be paid in combination with other utility items.

F. References

1. Section 4.11 Standard Highway Specification

EXTRA UTILITY WORK COSTS ALLOWANCE

A. Description - Use of contract "Extra Utility Work Costs Allowance" – Fixed Sum

This item is applicable only for extra Utility Work. If it is determined that there is extra Utility Work for which there are no items in the Unit Price Book, then the Utility and City Contractor shall negotiate the cost of supporting and protecting, and/or alleviating the impact on the Public Work caused by the extra Utility Work with each other with the understanding that the performance of Public Work shall continue during all negotiations and discussions.

- (a) If the parties reach an agreement on cost for the extra Utility Work when there are no bid items available in the Unit Price Book, then the City Contractor and the Utility shall jointly submit a copy to the City's Resident Engineer the agreed upon price along with all supporting documentation. The City Contractor shall be paid by requisitions submitted in accordance with the agreed upon price. All such extra utility work shall be totaled and the total shall be paid under Item "Extra Work Allowances".
- (b) If the parties do not reach an agreement on the extra Utility Work within seven (7) Business Days from the start of negotiations, then parties will resolve the dispute through the dispute resolution process, as set forth in Appendix "C". During the arbitration process, the extra Utility Work will be performed and paid for on a time and material basis or an alternate method of payment, as set forth in the City's standard construction contract.
- (c) When time and material is used during arbitration or if the Utility and the City Contractor can agree on an alternative method for payment for the Utility Work, then that method may be applied by the Utility, with notice to the City. The total value of such Time and Material or alternative method of payment shall be paid under "Extra Work Allowances".

B. Materials

All materials shall be supplied by the Contractor and approved by the facility operator in consultation with the Resident Engineer.

C. Method of Construction

As required.

D. Method of Measurement

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount in the Bid Schedule is included in the total bid solely to insure funding availability.

The quantity to be measured for payment shall be each lump sum (LS) amount of the extra utility work, or Time and Material amounts. Payments for extra Utility Work or Time and Material shall be made under "Extra Work Allowances" and shall be documented with a proper Change Order Request, provided that sufficient funding of "Extra Work Allowances" for each affected utility(ies) is available.

Change Order Requests and Overrun Change Order Requests for Utility Work shall be submitted separately from Public Work Change Order Requests and Overrun Change Order Requests. The costs breakdown by items for each participating Utility shall be clearly tabulated and sub-totaled. Public Work costs shall not be combined with Utility Work Costs on Change Order Requests of any type.

E. Price to Cover

Payment made under each lump sum (LS) amount, shall cover the cost of all labor, materials, equipment, supervision, insurance and incidentals necessary to complete the extra utility work. The price includes the modification of any methods of construction and operation and associated changes in sequencing of the City contract work as required, in order to perform the extra utility work and/or the City contract work. Each lump sum (LS) amount includes all special considerations due to all site conditions, loss of productivity and efficiency, idle time, demobilization and remobilization, site maintenance, maintenance of traffic and protection, extended performance, extended overhead costs, extended engineering and extended home office costs in connection with the extra utility work. In consideration of each lump sum (LS) amount, the contractor waives all claims for impacts arising from the extra utility work, which shall be deemed included in each lump sum amount paid. The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the total bid solely to insure that sufficient monies will be available to pay the Contractor under this item.

F. References

None

Consolidated Edison Company of New York, Inc.

Guideline

For

**Safe Entry into Sub-Surface Structures
(Electrical Enclosed Space),**

Moving Energized Underground Cables

Removal of Conduit from Cables, and

**Sub-Surface Structure Break Out, Rebuild & Breaking Out a Point of Entry (POE's)
Into Sub-Surface Structures**

Performed by

Municipal Contractors

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1.0 Definitions

- 1.1 **Competent Person** – As a general rule, a Competent Person is an individual who, by way of training and/or experience, is knowledgeable of OSHA and other applicable standards, can identify workplace hazards relating to the specific operation and is designated by the employer with the authority to take all appropriate actions necessary to comply with all applicable standards and take prompt corrective measures to eliminate the hazards. Some OSHA standards add additional specific requirements that must be met by the Competent Person.
- 1.2 **Attendant** – An authorized individual who is stationed outside a sub-surface structure or an Electrical Enclosed Space to monitor the authorized entrants and to perform duties assigned including aiding individual(s) inside the sub-surface structure or Electrical Enclosed Space.
- 1.3 **Electrical Enclosed Space** – OSHA defines an Electrical Enclosed Space as a working space, such as a manhole, vault, tunnel, service box, or shaft, used for the operation and maintenance of electric power generation, transmission, and distribution lines and equipment. An Electrical Enclosed Space has a limited means of egress or entry and is designed for periodic entry under normal operating conditions. Under normal conditions, an Electrical Enclosed Space does not contain a hazardous atmosphere but may contain a hazardous atmosphere under abnormal conditions.
- 1.4 **CET Specification** – CET Specification defining private utility work within Municipal Construction Contracts.
- 1.5 **JB Specification** – Joint Bid specification defining private utility work within a NYC DDC Capital contract.
- 1.6 **Public Improvement Representative** – Con Edison employee, (Inspector, Construction Representative, Chief Construction Inspector, Project Specialist, or Manager) assigned to the Public Improvement section.
- 1.7 **Municipal Contractor** – Construction municipal contractor performing work for Municipal, State or other Public Agencies or Authorities.
- 1.8 **Electrically Competent Qualified Municipal Contractor** – is a Municipal Contractor employee designated and documented by the Municipal Contractor employer, in writing, as the electrically competent and qualified person who, by way of training and/or experience has the skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment, can identify non-insulated conductors from insulated conductors and/or cables and has the knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized electrical equipment. The Electrically Competent Qualified Municipal Contractor (ECQMC) employee can identify varying workplace electrical hazards relating to the specific operation and has the authority to take appropriate actions, as required. To meet the task specific qualifications of this guideline, the ECQMC employee must be familiar with this document, be able to demonstrate adherence, conduct job briefings and be present during critical tasks and/or operations to ensure that all crew members understand hazards associated with the job, work

procedures involved, special precautions, energy source controls and personal protective equipment requirements. The ECQMC should be onsite during the performance of all tasks in which ECQMC employees may be exposed to electrical hazards either noted in applicable sections of this guideline and/or listed in Appendix B – PI Check Point Tasks.

2.0 References

- 2.1 OSHA Section 1910.269** – Electric Power Generation, Transmission & Distribution & 1926 Subpart V –Electric Power Transmission and Distribution

2.2 Training

The OSHA Office of Training and Education (OTE) develops, directs, oversees, manages and ensures implementation of OSHA's national training and education policies and programs in support of OSHA's strategic goals with the objective of reducing occupational hazards through direct intervention, promoting a safety and health culture through compliance assistance, cooperative programs and strong leadership and maximizing OSHA effectiveness and efficiency by strengthening capabilities and infrastructure.

All Municipal Contractor employees shall be trained in and familiar with the safety-related work practices, safety procedures, and other safety requirements in section 1910.269(a)(2) and 1926 Subpart V that pertains to the Municipal Contractor employees' respective job assignments. Municipal Contractor employees shall also be trained in and familiar with any other safety practices, including emergency procedures, such as manhole rescue, that are not specifically addressed by this referenced section but that is related to their work and is necessary for their safety.

Con Edison manhole inspection and underground awareness training can be scheduled through the Con Edison TLC upon request of the municipal contractor. OSHA 10 certification cards and CPR / First Aid training are prerequisites.

2.2.1 Electrically Competent Qualified municipal contractors shall also be trained and competent in:

- a- The skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment
- b- The skills and techniques necessary to determine exposed live parts from other parts, (determination of non-insulated conductors from insulated conductors / cables).
- c- The knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized parts of electrical equipment. Generally, the Municipal Contractor will not be required to work on or near exposed/non-insulated energized parts of electrical equipment or cables. In the event special conditions exist requiring working near exposed/non insulated energized parts of electrical equipment or

cables, the Municipal Contractor shall cease working and immediately contact the authorized Con Edison Inspector so that a further assessment of the condition can be evaluated, and appropriate guidance provided.

- d- The Electrically Competent Qualified Municipal Contractor employee shall determine, through regular supervision and through inspections conducted on at least an annual basis that each Municipal Contractor employee is complying with the safety-related work practices outlined in this guidance document. Prior to entry into structures outlined in this procedure, the ECQMC employee shall ensure that any employee entering is trained and qualified.

2.2.2 A Municipal Contractor employee shall receive additional training (or retraining) by the Electrically Competent Municipal Contractor under any of the following conditions:

- a- If the Electrically Competent Qualified Municipal Contractor employee indicates that the Municipal Contractor employee is not complying with safety-related work practices
- b- If new technology, new types of equipment, or changes in procedures necessitate the use of safety-related work practices that are different from those which the Municipal Contractor employee would normally use
- c- If the Municipal Contractor employee must employ other safety-related work practices that are not normally used or that require modification from those stated in this guidance document

Note: OSHA requires retraining before commencing with a task that has not been performed within one year.

The required training shall be of the classroom and/or on-the-job type. The training shall establish Municipal Contractor proficiency in the work practices required and shall introduce the procedures necessary for compliance. The Electrically Competent Qualified Municipal Contractor shall certify that each Municipal Contractor employee has received the training required and retains records of this training to be supplied upon request by Con Edison.

3.0 Safe Entry into Sub-Surface Structures, (Electrical Enclosed Space)

All subsurface electric cable systems and related components shall be considered to be energized until they have been verified as being de-energized by qualified Con Edison electrical personnel. Prior to the state of conduit removal operations, the identity and content of the facility (conduit and cable contained therein) shall be

verified utilizing applicable Con Edison maps & plates. In case of any safety concern, the option of de-energizing shall be discussed with the PI Representative. Caution shall always be employed whenever conduits are opened to expose the interior, even if the Con Edison maps and plates indicate no live facilities.

3.1 Purpose

To establish a guideline that shall be employed for safe entry into Con Edison sub-surface structures by Municipal Contractors.

3.2 Application

Municipal Contractor personnel

3.3 Guideline

This guideline provides the requirements for practices that shall be employed for safe entry into Con Edison sub-surface structures. Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall adhere to this guideline.

3.4 Inspection/Testing

Prior to entry into a Con Edison sub-surface structure, properly trained and qualified Con Edison electrical personnel must conduct an inspection. The inspection will determine if the condition of the electrical facilities contained therein is sufficient to allow need based unrestricted access. The Con Edison electrical personnel will communicate to both PI Representative and to the ECQMC personnel any safety precautions to be taken and that the subsurface structure is safe for entry and document such findings. Any condition deemed to be un-safe through this formal inspection process would preclude granting access.

An inspection must take place daily prior to Municipal Contractor entry. Once the cover is placed on the electric subsurface structure another inspection must occur prior to Municipal Contractor entry unless the ECQMC has met the requirements outlined in Section 4.7.a. Inspections include but are not limited to:

- 1) Testing for stray voltage by a qualified Con Edison employee or an ECQMC employee who has completed applicable Con Edison training courses.
- 2) Completion of atmospheric testing.
- 3) Determination that it is safe to enter the space.
- 4) A visual inspection for any abnormalities previously defined.
- 5) Communication of inspection results and hazards to the Con Edison inspectors and the municipal contractor supervisor.
- 6) A copy of the underground inspection form can be reviewed in the field with the PI Representative in consultation with the qualified Con Edison electrical personnel upon request by the ECQMC.

3.5 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a job briefing with the municipal contractor's employees involved before they start the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the municipal contractor's employees, occur during performance of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing shall be available upon request by Con Edison.

3.6 Attendants

While work is performed in a Con Edison sub-surface structure, a Municipal Contractor Attendant shall be available in the immediate vicinity to render emergency assistance. Sub-surface structure Attendants shall comply with applicable OSHA requirements.

3.7 Hazardous Atmosphere

Municipal Contractor personnel shall perform a documented hazardous atmosphere test before entry into any Con Edison sub-surface structure and perform continuous air monitoring in compliance with applicable OSHA requirements. Any atmospheric reading deemed to be un-safe would prohibit access to the structure. The Municipal Contractor shall immediately notify the authorized Con Edison Inspector.

3.8 Personal Protective Equipment

Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. Con Edison also requires that Municipal Contractor personnel assigned to work inside Con Edison sub-surface structures shall always wear Flame Resistant (FR) Clothing with a rating of 8 cal/cm² or HR2, wear a retrieval harness, and that a retrieval device be on location. In addition, an atmospheric tester must be in use continuously anytime a structure is occupied. See section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

3.9 Con Edison Personal Protective Equipment Guideline

	Task	Class 0 Gloves	FR Clothing	FR Hood	Blast Goggles	Face Shield	Safety Glasses
1	Pavement breaking	N	N				Y
2	Breaking out concrete encased duct	Y	Y			Y	Y
3	Moving energized primary cables that are located outside a structure while in proximity to joints	Y	Y	Y	Y		

4	Moving primary cables outside a structure (no joints involved)	Y	Y				Y
5	Moving energized secondary cables	Y	Y				Y
6	Hand excavate to locate precast ducts	N	N				Y
7	Hand excavate to locate direct buried cables	Y	Y				Y
8	Removing cable from conduit	Y	Y				Y
9	Breaking structure for POE from outside/inside	Y	Y			Y	Y
10	Breaking sub-structure walls	Y	Y				Y
11	Pulling rope within structure with energized cable	Y	Y				Y
12	Pulling rope in enclosed spaces	Y	Y				Y
13	Building a bench or platform within a subsurface structure to support or protect cables.	Y	Y				Y
14	Breaking out unknown precast electric duct	Y	Y				Y
15	Using digging bar over electric facility	Y	N				Y
16	Using digging bar over direct buried cables	Y	Y				Y
17	Using Pneumatic clay digger in vicinity of electric facility	Y	Y				Y
18	Installing forms for field-constructed sub- surface structures from inside the designed footprint when connected cables are present	Y	Y				Y
19	Installing forms for field-constructed subsurface structures from outside the designed footprint when connected cables are present	N	N				Y
20	Installing forms for field-constructed subsurface structure prior to first energization of new cables	N	N				Y
21	Saw cutting operation	Y	N				Y
22	Hand excavate to locate cable fault	Y	Y				Y
23	Hand excavating to find service dead leg	Y	Y				Y
24	Removing underground silo	Y	Y				Y
25	Regrade	Y	N				Y
26	Build/remove shunt box w/ energized cable inside	Y	Y				Y

3.10 Access

Municipal Contractor personnel shall not climb into or out of Con Edison sub-surface structures by stepping on cables or hangers.

4.0 Removal of Conduit from Cables, Moving Energized Underground Cables & Working in Open Trenches / Excavations that Contain a D-Fault.

4.1 Purpose

Establish a guideline that shall be employed by Electrically Competent Qualified Municipal Contractor personnel, meeting OSHA & Con Edison training requirements, when removing conduit from cables and moving Con Edison energized underground cables located outside or inside structures and working in open trenches / excavations that contain a cable with a D-Fault condition.

4.2 Application

Municipal Contractor personnel

4.3 Guideline

This guideline details the requirements for practices that shall be employed when moving Con Edison energized underground cables located inside or outside of Con Edison structures. Only Electrically Competent Qualified Municipal Contractor personnel who have been trained and meet necessary OSHA & Con Edison requirements for moving energized underground cables in accordance with the following directions shall perform movement of energized cables on the Con Edison system.

4.4 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a documented job briefing with the Municipal Contractor's employees involved before the start of the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the Municipal Contractor's employees, occur during the course of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing shall be available upon request by Con Edison.

4.5 Removal of Conduit from Cables

All subsurface electric cable systems and related components shall be considered energized. Caution shall always be employed whenever conduits are opened to expose the interior cable. Refer to Appendix A for additional requirements and resources.

4.5.1. Pre-cast Concrete Conduit

- a- The conduit shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from any cable that may be inside of the conduit.

- b- A small piece of the concrete conduit shall be chipped away so that a visual examination of the interior of the conduit can be made to verify the presence of cable. All impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.
- c- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations. The remainder of the conduit shall be fractured using the 3 lb. hammer equipped with a non-conductive handle. Care shall be taken to avoid any impact upon the cable, either by direct or indirect hammer blows.
- d- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.2 Concrete Encased Conduit

- a- The concrete encased conduit (including but not limited to pre-cast, fiber, tile, clay), shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from any cable that may be inside of the conduit.
- b- For concrete encased conduit, it may be necessary to employ a handheld cold chisel (in conjunction with the 3 lb. hammer) to remove concrete encasement. If a chisel is utilized, all impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.
- c- If the concrete encasement is so dense as to render the use of a hammer and handheld chisel non-effective, an 8-pound sledgehammer may be employed. If neither of these devices proves effective, the use of a pneumatic chipping hammer will be permitted. The weight/size of the pneumatic chipping hammer shall not exceed 20 lbs. When utilizing a pneumatic chipping hammer, the device shall be securely positioned and be under close operator control at all times. The tool bit used for these operations shall be chisel shaped with a minimum width of two (2") inches. All impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.
- e- A small piece of the concrete conduit shall be chipped away to permit verification of the presence of cable inside the conduit.

- f- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.
- g- After installation of the shield material has been completed, continue removal of remaining conduit and encasement, using handheld and power tools.
- h- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.3 Wood Conduit

- a- Wooden conduit shall be split using a handheld cold chisel and a 3 lb. hammer equipped with a non-conductive handle. All impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from the cable.
- b- The chisel shall use to create a small window in the conduit that will permit a visual inspection of the conduit interior for the presence of cable.
- c- If cable is present, wood conduit material shall continue to be removed until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.
- d- After installation of the shield material has been completed, continue removal of remaining conduit
- e- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.4 HDPE Conduit

- a- HDPE conduit shall be split using hand tools or a handheld pneumatic rotary cutting tool. All splitting/cutting actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.

- b- Pneumatic Rotary Cutting Tool – A pneumatic rotary cutting tool, with a depth guide, shall be used to score an access area in the surface of the conduit. Prior to application of the cutting tool to the surface of the conduit, the depth collar on the pneumatic rotary cutting tool shall be set so that the cutting bit will penetrate approximately $\frac{3}{4}$ of the wall thickness of the conduit. After the conduit has been cut to the maximum depth allowable (such that the bit does not fully penetrate the thickness of the conduit), a 3 lb. hammer shall be used to knock out the access area (window) outlined by the cutting tool. This will permit visual inspection of the conduit interior for the presence of cable.
- c- If inspection of the interior of the conduit reveals that cable is present, a non-conductive protective shield barrier shall be inserted into the conduit between the conduit and cable. This shield material shall provide protection for the cable during the remaining conduit removal operations. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations.
- d- If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in 4.5.4.a.

4.5.5 Metal Conduit

- a. When removing metal conduit, the Municipal Contractor shall first excavate and expose a collar connecting two sections of conduit. Once the collar is accessible, split and/or cut the collar off with a cutting tool that has a depth guide to inspect the conduit interior for the presence of cable. If a metal conduit collar is NOT easily accessible or found within 20 to 40 feet of open excavation, proceed to section 4.5.5.b. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. If work is required in the presence of a natural gas leak, further guidance will be provided by the PI Representative in consultation with Con Edison's Gas Engineering Department
- b. If a collar connecting two sections of conduit cannot be found, metal conduit will be split using hand tools and/or a handheld rotary cutting tool. All splitting actions will be directed across the top of the conduit, away from the cable. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. Further guidance will be provided by Gas Engineering.

- c. Score the outline of an access area onto the surface of the conduit. Do not fully penetrate the conduit with the tool while making this outline.
- d. Use this outline as a guide for further splitting and cutting operations that will eventually create a viewing window into the conduit.
- e. If inspection of the conduit interior reveals the presence of cable, insert a non-conductive protective barrier between the cable and conduit wall. The barrier will provide physical protection for the cable during remaining conduit removal operations. Materials including, but not limited to, exterior grade plywood, lumber, and Norplex Micarta are acceptable. After the installation of the non-conductive protective barrier, the removal of the remaining conduit may proceed using the tool choices mentioned in section 4.5.5.b.
- f. If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in section 4.5.5.b.

4.6 Visual Inspection

- a- A visual inspection of cables located outside Con Edison structures that will be moved, shall be performed by Electrically Competent Qualified Municipal Contractor personnel or the authorized Con Edison Inspector.
- b- After the conduits have been broken out (removed from the cables), the exposed cable(s) shall be inspected by the Electrically Competent Qualified Municipal Contractor personnel.
- c- The cables shall be visually inspected by the Electrically Competent Qualified Municipal Contractor personnel and determined to be free from any of the defects that would prevent relocation. Cable(s) shall be free of cracks, tears, and evidence of oil stains, swelling, or melting of the insulation. Cables shall not have any exposed conductor.

4.7 Cable Moving Operations

- a- Municipal Contractor personnel shall not move any cables or splices within an electrical manhole. Moving cables within an electrical manhole and splices regardless of location may only be performed by qualified Con Edison electrical personnel unless the Municipal Contractor personnel has completed applicable Con Edison training courses and has provided written proof of said training to the PI Representative. Whenever cables located in open excavations are moved, the Municipal Contractor shall protect the cables by ensuring the cable jacketing is not subjected to sharp edges or over bending as it exits the existing structure or the footprint of the existing structure if said structure has been demolished or is in the process of being demolished and/or rebuilt.

- b- Prior to moving any cables outside of a subsurface structure, the cables located within the associated connecting subsurface structures shall be inspected in accordance with Section 3.4 of this guideline.
- c- Municipal Contractor personnel meeting the training requirements and experienced in moving Con Edison cables only shall move cables.
- d- Cables shall not be moved until plastic "fair-leaders" are positioned at the duct edges to prevent chaffing damage.
- e- Synthetic web slings having a minimum width of two (2) inches shall support cables that have been removed from conduit. Slings shall be used in a basket hitch configuration.
- f- Conduit which house cables shall be supported using slings, cable, or rope. Conduits shall be supported in such manner as to maintain alignment with one another.
- g- Maximum distance between support points shall be four (4) feet.
- h- To prevent inadvertent over bending of the cables, the maximum vertical or horizontal offset between supports shall be one foot (1') for cable that is supported outside of conduit. For cable that is being moved while still installed in conduit, the conduit shall not be offset more than one foot per four-foot section of conduit.
- i- Each set of cables (cables from one duct/conduit) shall be moved individually. Cables from multiple ducts/conduits shall not be moved as a bundle.
- j- Relocation of cables shall always be performed in a careful manner with the movement of cable under complete control. There shall be no sudden movements of the cable or the conduit that contains cable.
- k- An observer shall be positioned to determine proper slack in structures and to ensure that joints remain properly supported on rack arms and specified offsets are maintained. This observation shall be performed from outside of the structure while the cable is being moved.
- l- Allowable horizontal and vertical offsets shall be determined based on applicable CET or JB item sketches and/or as directed by the authorized Con Edison Inspector.
- m- Cables shall not be permitted to fall freely from temporary supports.
- n- All cables supported by slings shall be visually inspected by the ECQMC personnel at the beginning and end of each work shift to ensure that no cracks, leaks, or other defects have developed.
- o- Cables shall be repositioned with care when being moved into their final position for the installation of split conduit.

4.8 Working in Open Trenches/Excavations that Contain an Energized a D-Fault

- 4.8.1** A D-Fault is defined as an abnormal condition found on an energized primary cable or splice that is presumed to be an indication of an impending fault. If the ECQMC personnel notices an abnormal condition on cable in a trench or excavation work must stop and the PI Representative shall be notified immediately to provide further guidance. If the PI Representative in consultation with qualified Con Edison electrical personnel deem the cable condition a D-Fault, the ECQMC personnel shall follow the directions noted below to continue work.
- 4.8.2** At distances greater than 20 feet from the energized D-Fault, no additional personal Protective Equipment (PPE) other than that referenced in Section 3.9 is required.
- 4.8.3** At distances greater than 10 feet but less than 20 feet from the D-Fault, a hard-hat mounted face shield is required in addition to PPE referenced in Section 3.9 above.
- 4.8.4** At distances greater than eight feet but less than 10 feet from the energized D-Fault, a hard-hat mounted full-face shield and a FR Hood is required in addition to PPE referenced in Section 3.9 above.
- 4.8.5** At distances less than eight feet from the D-Fault, no work shall be performed.
- 4.8.6** Movement of D-Faulted cable is strictly prohibited.

4.9 Personal Protective Equipment

Municipal Contractor personnel moving Con Edison energized cables shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. See Section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

5.0 Sub-Surface Structure Break Out/Rebuild or Breaking Out a Point of Entry (POE's) in an Electrical Enclosed Space

The ECQMC must be present onsite with the municipal contractor crew to conduct the documented job briefing on each day any breakout operations are to be performed. This includes structure entry for POE, structure break out and/or rebuilds. The ECQMC shall address hazards, live cables, necessary PPE with other municipal contractor employees & request assistance from the PI Representative to arrange any required inspections with qualified Con Edison electrical personnel for any cable movement or adjustments. The ECQMC should refer to section 3.0 through 3.10 & section 4.7 of this procedure for all activities required prior to sub-surface structure entry and cable moving operations respectively. A copy of the documented job briefing shall be available upon request by Con Edison.

5.1 Activities Prior to Sub-Surface Structure Break Out, Rebuild or Creating POE's

- 5.1.1** Prior to the start of breakout operations, the location of all conduit and cable passing through the section of the wall and beneath the structure floor that is going to be broken out shall be visually identified inside and outside the structure.
- 5.1.2** When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break the structure, the ECQMC shall discuss with the Public Improvement Representative if there is a possibility that Electric Operations can de-energize the cables that are in the potential zone of contact prior to breaking out the structure.
- 5.1.3** When the cables cannot be de-energized by Electric Operations then they must be protected by using acceptable non-conductive materials as noted in Section 5.2.
- 5.1.4** After cables have been protected, they shall be moved by qualified Con Edison electrical personnel or an ECQMC who has met the requirement of Section 4.7 above.
- 5.1.5** All primary cables shall be moved by or under the direct supervision of qualified Con Edison electrical personnel.

5.2 Structure or POE Break Out Operations

- 5.2.1** Using caution, expose the exterior sections for the structure that is required to be broken out typically done in 2' – deep vertical sections) by carefully excavating on the outside of the structure. If conduit has been identified to be passing under the structure, take necessary precautions noted below.
- 5.2.2** Visually identify all conduits and cables passing through the structure and beneath the structure floor as well.
- 5.2.3** When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break out the structure walls, roof floor and/or POE, protect the cables using fire rated (FR) wood, phenolic board, cable shields or other acceptable non-conductive materials., Cables on the walls in the POE area shall also be protected from falling debris using FR wood even if there is no potential for contact with said cables and the tool being utilized to break the structure.
- 5.2.4** Once all conduits and cables have been identified and protected on both the inside and the outside of the structure walls and beneath

the structure floor; and the structural integrity of the proposed break out area has been confirmed using hand tools, use the appropriate tool (up to and including a 90-pound jackhammer) to break out the section of structure wall, roof or floor that was previously prepared for break out

- 5.2.5** If a jackhammer is being used for the structure wall, roof, floor or POE breakout operation, where feasible, support the tool from underneath to prevent slippage.
- 5.2.6** Where possible, the use of a 90 lb. jackhammer shall be avoided within 8" of a live conduit. If the ECQMC's competent person determines that the breakout can only be made using a jackhammer within 8" of live conduit, a physical barrier must be placed between the jackhammer and all facilities that could possibly come in contact with the jackhammer. The Municipal Contractor may then begin utilizing the 90 lb. jackhammer using a 3" bit or wider.
- 5.2.7** After the top sections of roof or wall has been broken out, continue to excavate down to expose the next section of that wall to be broken out and repeat the process starting with section 5.2.1
- 5.2.8** For all additional walls in the structure that need to be broken out, resume operation starting with section 5.1 of this procedure.

APPENDIX – A – Breaking Out Conduit Checklist, On-the-Job Training (OJT) & Video

Breaking-Out Conduit Pre-Job Checklist

Contractor	
Location	
Date and Time	

A new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individuals enter or change roles, and each time a Job Briefing is administered.

Roles Review	Name(s) of Individuals who will remain continuously on-site throughout this task's progress	Training in Compliance and Qualified for task?	Lead Person's Initials	
			Con Edison	Contractor
Foreperson		Yes / No		
Individual Completing On-site Peer Check		Yes / No		
Laborer(s) performing break-out		Yes / No		
Con Edison On-Site Representative		Yes / No		

Layout and Activity Review	
Layout #	
Duct(s) in Trench/Manhole	
Duct Type (CD, CED, HDPE, Metal)	
Are there Primary / Secondary electric lines? - What is energized? At what voltages?	
Are duct banks clear of all debris?	
Is there line of sight and all edges and corners?	
Will cable be moved? If so, to where and how will it be supported?	
How will bodies and tools be positioned?	

Personal Protective Equipment	
☐ Safety Boots	☐ 0 kV Gloves (Test Date on gloves: _____)
☐ Hard Hat	☐ Leather Gauntlets
☐ Safety Glasses	☐ Is a Harness Required? (EO-10130)
☐ Face Shield	☐ FR Hood and Goggles (if Primary in structure)
☐ Flame Retardant Coveralls	

Tools - <i>All tools to be laid out in work area prior to start of activity</i>	
☐ Claw Hammer	☐ Chipping Gun, must be less than 20 lbs. - Recommended 2"-4" piston stroke and < 1,500 BPM
☐ Chisel with at least 2" wide flat bit	☐ Micarta or similarly approved half-moon material
☐ 3 lbs. Hammer	☐ Pneumatic Rotary Cutting Tool and Blade (HDPE pipe)
☐ 8 lbs. Sledgehammer	

DOJT –OJT0070 PROCEDURE FOR REMOVING CONDUIT FROM UNDERGROUND DISTRIBUTION CABLE

1



PROCEDURE FOR REMOVING CONDUIT FROM UNDERGROUND DISTRIBUTION CABLE

- Underground electric cables are protected by conduit pipes which are buried under the roadway in the ground. The conduit protects the high voltage cables placed inside them from damage from shovels, digging bars and other work activities when excavating in the area to install new equipment. Even when using these manual devices to unearth existing ducts, extreme care must be taken not to pierce, cut, or break open the duct unless the safeguards listed in the following pages are used for your safety and the protection of the cables on the inside.
- A mechanical machine such as a backhoe should never be used to excavate around electric or gas facilities. The likelihood of the facility being damaged increases significantly when such practices are used.



GETTING PREPARED TO LOCATE DUCTS

- Before removing asphalt and concrete roadbase make sure a code 753 has been called in with the 811 center and spray marks are in place on the ground showing the path of the electric and gas lines.
- Check the spray painted mark outs against the Con Edison plates and prints. (Layout diagram, Conduit plate, Composite Feeder Plate, Low Tension mains & service and Gas Mains & Service Plate). Ask your Con Edison Representative to review these prints and the markouts with you.
- Remove concrete and asphalt within your new work zone with machine. Load out debris.
- Use a backhoe only to dig up areas where you have verified that there are no electric or gas facilities.

3



DIGGING IN AREAS WHERE YOU HAVE ELECTRIC, GAS FACILITIES, OR HAVE DISCREPANCIES BETWEEN THE MARKOUTS AND PRINTS

- Dig only using shovels and blunt edge digging bars to find electric and gas facilities. Never strike a blunt edged digging bar straight down into the soil. Precast, HDPE, Cast Iron & plastic gas mains/services can lie a few inches under the surface and the bar can still penetrate through them if you are not careful.
- When using a digging bar on hard, compacted soil, use a sideways striking motion toward the sides of the excavation, never straight down.
- Continuously remove soil from area, keep area clean of debris, locate ducts edge to edge to keep line of sight.
- Use air lance to blow out tight areas between facilities to visualize work zone.

4



PRE-JOB CHECKLIST

Breaking-Out Conduit Pre-Job Checklist

Contractor: Location: Date and Time:		If new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individual enters or change roles, and each time a Job Briefing is administered.	
Roles Review Name(s) of individuals who will remain continuously on-site throughout this task's progress: _____ Foreperson: _____ Individual Completing: _____ On-site Peer Check: _____ Laborer(s) performing: _____ Break-out: _____ Con Edison On-site Representative: _____		Training in Compliance and Qualified for task? _____ Yes / No _____ Yes / No _____ Yes / No _____	
Layout and Activity Review Utility # _____ Duct(s) in Trench/Manhole _____ Duct Type (CD, CED, HDPE, Metal) _____ Are there Primary / Secondary electric lines? _____ - What is energized? Is work voltage? _____ Are duct banks clear of all cables? _____ Is there use of light and all edges and corners? _____ Will cable be moved? If so, to where and how will it be supported? _____ How will bodies and tools be positioned? _____		Personal Protective Equipment - Safety Boots _____ - Hard Hat _____ - Safety Glasses _____ - Face Shield _____ - Flame Retardant Coveralls _____ - 2 HV Gloves (Test Date on gloves) _____ - Leather Gauntlets _____ - Is a harness required? (EO-10130) _____ - Is wood and/or metal (if Primary or Structure) _____	
Tools - All tools to be laid out in work area prior to start of activity - Claw Hammer _____ - Chisel with at least 2" wide flat bit _____ - 3 lb. Hammer _____ - 3 lb. Sledgehammer _____		- Chipping Grit, must be less than 20 lbs. Recommended 2" x 4" piece more and ~1,500-800 _____ - Mining or similarly approved full-injury material _____ - Pneumatic Rotary Cutting Tool and Blade (HDPE pipe) _____	

- A new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individuals enter or change roles, and each time a Job Briefing is administered.
- All tools to be laid out in work area prior to start of activity



5



PREPARE AREA FOR DUCT BREAK OUT

- Additional guidance for routine entry into electrical enclosed space is provided in GEHSI-S17.01 – Electrical Enclosed Space Entry.
- Once you have dug down and located duct banks make sure you clear all debris (soil, rocks) from the trench to visually have a line of site of all edges and corners.
- Determine if you need to remove the duct/s from the electrical conduit to move them to make room for the installation of additional new facilities. (WINGBACK).
- If necessary to conduct a removal: Address the PPE Requirements, work procedures and tools to be used on the following pages with the workers. Stress the importance of following procedures to avoid a high hazard injury such as shock or burns. Document in your safety briefing.

6



PPE REQUIREMENTS DURING DUCT BREAKOUT IN A TRENCH OR ENCLOSED SPACE

NOTE: ONLY COTTON WORK CLOTHS UNDERNEATH FR SUITS

You must wear an FR coverall during all duct break out procedures. Remove jewelry (chains, watches, rings, earrings)

You must wear Class 0 kV gloves, leather gauntlet leather protectors, helmet, safety glasses and face shield



FR Coverall



Class 0 kV Gloves, Gauntlets, Safety Glasses, Face Shield, Helmet.

7



PPE REQUIREMENTS DURING DUCT BREAKOUT IN AN ELECTRICAL ENCLOSED SPACE

NOTE: ONLY COTTON WORK CLOTHS UNDERNEATH FR SUITS

You must wear an FR coverall and rescue harness during all duct break out procedures inside the EES. Remove jewelry (chains, watches, rings, earrings)

You must wear Class 0 kV gloves, leather gauntlet leather protectors, helmet, safety glasses and face shield



FR Coverall & Rescue Harness



Class 0 kV Gloves, Gauntlets, Safety Glasses, Face Shield, Helmet.

8



EQUIPMENT / TOOLS NEEDED FOR BREAKING OUT DUCTS

Precast Concrete Conduit



Only use small hammer to strike duct edges.

Insert Micarta to protect cable, keep striking away from center.

Slide Micarta along as you break off desired length of duct.



Concrete Encased Duct



When breaking out concrete encased ducts the only tools to be used are: hammer, 3 lb. hammer. With wood/plastic handle, chisel with 1.5" head, 8 lb. Sledgehammer by striking duct edges.

If concrete is not breaking with these tools, a 20 lb. chipping gun with a 1.5" head can be used.

Make a window in the Duct, slide in a Micarta board and continue breaking out the remaining duct.

See sequence on next page:



9



CONCRETE ENCASED DUCT BREAKOUT SEQUENCE



Use a 3 lb. hammer striking edges.
Advance to hammer & chisel with 1.5" head
If this is still not working, go to #2

1



Use 8 lb. sledgehammer striking Edges, not center.
If this is still not working, go to #3

2



Use a lightweight Chipping gun with a 2 to 4" piston stroke with a 1.5" head breaking toward edges, never straight down.

NEVER USE A JACKHAMMER, A RIVET BUSTER CHIPPING GUN, OR A BIT IN THE CHIPPING GUN LESS THAN A 1.5" HEAD. If this is still not working, go to #4

3



Visualize work zone when breaking away Material. Keep work zone clean. Remember That electrical ducts are usually stacked in Multiple rows and levels.

4

10



BREAKING OUT INTERIORS OF CONCRETE/CLAY DUCTS



Find edges & visualize all ducts. Remember that There could be several across and underneath. Keep area clean, so you can tell configuration.

5



Break out window on each top duct found. Strike Away From the center.

6



Insert Micarta "half moon" protective insert in windows on ducts. Continue breaking top rows of ducts in a horizontal direction sliding Protective Micarta down the run while breaking the top & sides.

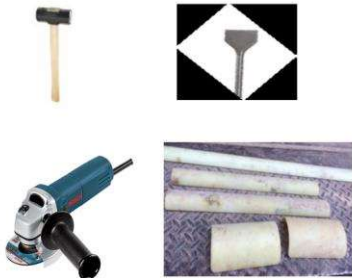
7

11



HDPE (PLASTIC) CONDUIT & STEEL DUCTS

Tools Needed



3 lb. Hammer, 2" chisel, Rotary Cutting Tool & Blade, Micarta protective "half moon"

PPE Needed



FR Coveralls, Class 0 kV Gloves, leather gauntlets, safety glasses, face shield and helmet

12



MAKING A WINDOW IN HDPE



Visualize top of duct bank, remove excess concrete chips & dirt.

Have line of site for sections to be removed

1



Use a rotary cutting tool to score a window in the HDPE pipe top.

Do procedure slowly and carefully.

Only score 90% of the way through the conduit.

2



Use hammer & chisel to cut away remaining plastic.

Strike away from center toward sides.

Never strike straight down.

3



Insert Micarta "half moon" protection board.

Slide horizontally into conduit. Continue to cut open the top of conduit to desired length, moving the Micarta as you go.

Do each duct individually.

Do not lose your line of sight.

4

13



MAKING A WINDOW IN METAL CONDUIT



Visualize top of duct bank, remove excess concrete chips & dirt.

Have line of site for sections to be removed

1



If you find a coupling connecting two Sections of metal duct, slide collar over, or cut off.

There may be a large enough section underneath to insert Micarta protection board for conduit removal.

2



Use a rotary cutting tool to score a window in the steel conduit pipe top.

Do procedure slowly and carefully.

Only score through 90% of steel conduit.

Use chisel and hammer to break away the rest striking away from center toward the corners

3



Insert Micarta "half moon" protection board. Slide horizontally into conduit. Continue to cut open top of conduit to desired length, moving Micarta as you go.

Do each duct individually.

Do not lose your line of sight.

4

14



NEVER USE THESE TO FIND ELECTRICAL OR GAS FACILITIES



Never use a pickaxe



Never use a backhoe
Bucket, or ramhoe attachment
by electric or gas facilities



Never use a sharp digging
Bar.
Use blunt edge bar in
a sideways motion – never
straight down



Never use a jackhammer to break
out ducts, or use in the vicinity of
a gas main or service.

15



QR Code for Video



Breakout Conduit

players.brightcove.net



Breakout Conduit (Spanish subtitles)

players.brightcove.net

16



Breaking Out Conduit Video -

https://players.brightcove.net/6012566853001/default_index.html?videoId=6283610511001

Appendix B – PI Check Point Tasks

Public Improvement (PI) - Check Point Tasks

A PI Check Point Task is defined as a construction activity involving Con Edison facilities that warrant a briefing or discussion with the PI Representative and the Municipal Contractor. This briefing should be documented by the Municipal Contractor in accordance with the applicable sections of the PI Guideline (CONST-029) and OSHA.

Work Category	Task
Demolish Manhole (MH)	Inspect MH
	Build False Roof
	Remove Forms
	Demolish Walls
	Demolish MH Floor
Build MH	Install Forms
	Remove Forms
Wingback	Inspect Site
	Break Out Conduits / Duct Systems
Excavation	Review Mark-Outs
	Excavate
Backfill	Backfill Facilities
Roadway Restoration	Mill, Pave and/or Reconstruct Roadway
Electric Pipe Install	Install Conduit or Duct Systems
Structure POE's	Inspect MH or Service Box (SB)
	Move Cable(s)
MH or Service Box (SB) Regrade	Inspect MH or SB

**END OF JB-PAGES SECTION C
(NO FURTHER TEXT ON THIS PAGE)**

SECTION D. PRIVATE UTILITIES PARTICIPATING LIST

PRIVATE UTILITIES PARTICIPATING LIST

HWX006-01

HNWOOD PLACE STEP STREET
BOROUGH OF BRONX

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE	E-MAIL
The Consolidated Edison Company Of New York, Inc.	Michael Gargano Dennis Brady	(718) 666-4575 917-608-3435	BradyD@coned.com
Verizon New York Inc.	Aubrey Makhanlall	516-758-3705	aubrey.n.makhanlall@verizon.com

**END OF JB-PAGES SECTION D
(NO FURTHER TEXT ON THIS PAGE)**

SECTION E. PRIVATE UTILITIES SCOPE OF WORK

JOINT BID WORKSHEET
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON COMPANY OF NEW YORK
HWX006-01
RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BOROUGH OF BRONX

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	2
JB 400	TEST PITS FOR UTILITY FACILITIES	CY	5
JB 405.1	EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET	CY	10
JB 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	26
JB 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	34
JB 636 EE	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EA	1
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	SF	36
JB 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	LF	12

CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
HWX006-01
RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BOROUGH OF BRONX

JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA
	<i>At the following locations:</i> Hemwood Pl. Btw. Morris Ave. and Walton Ave.	
	Total Quantity for JB 101.1 = 2	
JB 400	TEST PITS FOR UTILITY FACILITIES	CY
	<i>At the following locations:</i> Various Location	
	Total Quantity for JB 400 = 5	
JB 405.1	EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET	CY
	<i>At the following locations:</i> Hemwood Pl. Btw. Morris Ave. and Walton Ave.	
	Total Quantity for JB 405.1 = 10	
JB 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS
	<i>At the following locations:</i> Hemwood Pl. Btw. Morris Ave. and Walton Ave.	
	Total Quantity for JB 450.2 = 26	
JB 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS
	<i>At the following locations:</i> Hemwood Pl. Btw. Morris Ave. and Walton Ave.	
	Total Quantity for JB 450.3 = 34	

CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
HWX006-01
RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BOROUGH OF BRONX

JB 636 EE	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EA
	<i>At the following locations:</i> Hemwood Pl. and Morris Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for JB 636 EE = 1	
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	SF
	<i>At the following locations:</i> Hemwood Pl. Btw. Morris Ave. and Walton Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for JB 802A = 36	
JB 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	LF
	<i>At the following locations:</i> Hemwood Pl. Btw. Morris Ave. and Walton Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for JB 802B = 12	

CON EDISON CONTRACT INCLUSION ANALYSIS
CITY BID ITEMS ESTIMATED QUANTITIES
HWX006-01
RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BOROUGH OF BRONX

CITY BID ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY
4.02 AG	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	SY	2
4.04 H	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION (HIGH EARLY STRENGTH)	CY	2

**CON EDISON JOINT BIDDING SCOPE OF WORK
CITY BID ITEMS FOR INCLUSION IN
HWX006-01
RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BOROUGH OF BRONX**

4.02 AG	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	SY
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At the following locations:

Hemwood Pl. Btw. Morris Ave. and Walton Ave.

Total Quantity for 4.02 AG = 2

4.04 H	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION (HIGH EARLY STRENGTH)	CY
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At the following locations:

Hemwood Pl. Btw. Morris Ave. and Walton Ave.

Total Quantity for 4.04 H = 2

JOINT BID WORKSHEET
ENGINEER'S SPECIALTY ESTIMATE OF QUANTITY AND TYPES OF
INTERFERENCE FOR CONSOLIDATED EDISON COMPANY OF NEW YORK
HWX006-01
RECONSTRUCTION OF HENWOOD PLACE STEP STREET BOROUGH OF
BRONX

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF	175
JB 603E.1	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	LF	30

**CON EDISON JOINT BIDDING SPECIALTY
SCOPE OF WORK SUPPORT AND PROTECTION
HWX006-01
RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BOROUGH OF BRONX**

JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF
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At the following locations:

Hemwood Pl. Btw. Morris Ave. and Walton Ave.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total Quantity for JB 500 = 175

JB 603E.1	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	LF
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At the following locations:

Hemwood Pl. Btw. Morris Ave. and Walton Ave.

Total Quantity for JB 603E.1 = 30

ECS

HWX006-01
HENWOOD PLACE STEP STREET Borough of
The Bronx
Schedule JB: Scope of Work for Joint Bid Items

May 2024

JB ITEM Number	DESCRIPTION	UNITS	ESTIMATED QUANTITY
ALW	EXTRA UTILITY WORK COST ALLOWANCE	L.S.	1

**END OF JB-PAGES SECTION E
(NO FURTHER TEXT ON THIS PAGE)**

SECTION G. PRIVATE UTILITY DRAWING LIST

UTILITY DRAWING LIST

GENERAL

CON EDISON		
DRAWING TITLE	DRAWING NO.	NO. OF SHEETS
GENERAL NOTES AND CONDITION FOR UTILITY WORK	JB-U1	1
CONDUIT AND DUCT OCCUPANCY PLATE	JB-U2	1
GAS MAINS AND SERVICE PLATE	JB-U3	1
UTILITY PLAN	JB-U4	1
SPECIAL CARE	JB-U5	1
TOTAL		5

TOTAL NUMBER OF DRAWING ATTACHED IS (5)



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: HWX006-01

**RECONSTRUCTION OF HENWOOD PLACE STEP STREET
BETWEEN MORRIS AVENUE AND WALTON AVENUE**

**INCLUDING CONSTRUCTION OF RETAINING WALLS, ADA RAMPS, STAIRS, STEP STREET
DRAINAGE, STREET LIGHTING, LANDSCAPING, AND INSTALLATION OF STREET FURNITURE**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF THE BRONX
CITY OF NEW YORK**

Contractor

Dated _____, 20____

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

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: February 19, 2025; between 8:30am and 11:00am
BID OPENING DATE/ TIME: February 19, 2025; 11:30am

PROJECT No. : **HWX006-01**

TITLE: **RECONSTRUCTION OF HENWOOD PLACE STEP STREET,
THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY:	
			SPECS UNIT	GENERAL COUNSEL
#1 Bidders Questions and Answers. Revisions to Documents.	7	2/11/2025		 2/11/25

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

2/11/2025

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85025B0045-HWX006-01

RECONSTRUCTION OF HENWOOD PLACE STEP STREET, THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**

Attachment A is included with this Addendum.

2. **Revisions to Documents:**

Attachment B is included with this Addendum.

3. **Revisions to PASSPort forms:**

No Attachment C is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section via PASSPort (in the Discussions with Buyer section).

 for RJ

Richard Jones, PE CWI
Executive Director, Executive-Engineering Services

DDC PROJECT #: HWX006-01

PROJECT NAME: RECONSTRUCTION OF HENWOOD PLACE STEP STREET, THE BRONX

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1.	<i>Pre-Bid Meeting or Conference</i> <i>Will there be a pre-bid meeting or conference?</i>	<i>No pre-bid conference will be held for this project.</i>
2.	<i>Engineers Estimate</i> <i>Due to the complexity of the scope of this work can you please provide the engineers estimate or range for this project?</i>	<i>We do not reveal the engineer's estimate or range for our projects.</i>

DDC PROJECT #: HWX006-01

PROJECT NAME: RECONSTRUCTION OF HENWOOD PLACE STEP STREET, THE BRONX

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

- 1) **Refer to** PASSPort, Documents, HWX006-01 – Bid Schedule.
Delete HWX006-01 – Bid Schedule in its entirety.
Replace with revised HWX006-01 – Bid Schedule Addendum 1

Note:

- Items deleted:** 1. 4.13 BAS - 7" CONCRETE SIDEWALK (UNPIGMENTED)
2. 4.14 W - WELDED STEEL WIRE FABRIC

Items with updated quantity:

1. 4.06 - CONCRETE IN STRUCTURES, CLASS A-40
2. 4.13 X - SPECIAL SCORING FOR CONCRETE SIDEWALK
3. 4.14 E - EPOXY COATED STEEL REINFORCEMENT BARS
4. 4.22 B - PROTECTIVE TREE BARRIER, TYPE B
5. 9.95 GC - GRANITE COPING

- 2) **Refer to** PASSPort, Documents, HWX006-01 –DRAWING SET.
Delete HWX006-01 –DRAWING SET in its entirety.
Replace with revised HWX006-01 –DRAWING SET Addendum 1

Note:

Drawing has been signed and sealed.

DDC PROJECT #: **HWX006-01**

PROJECT NAME: **RECONSTRUCTION OF HENWOOD PLACE STEP STREET,
THE BRONX**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 2 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None

Item Grid Changes:

None

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

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: February 19, 2025; between 8:30am and 11:00am
BID OPENING DATE/ TIME: February 19, 2025; 11:30am

PROJECT No. : **HWX006-01**

TITLE: **RECONSTRUCTION OF HENWOOD PLACE STEP STREET,
THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY:	
			SPECS UNIT	GENERAL COUNSEL
#1 Bidders Questions and Answers. Revisions to Documents.		2/10/2025		
#2 Bidders Questions and Answers. Revisions to Documents.		2/14/2025		 2/14/25

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

2/14/2025

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85025B0045-HWX006-01

RECONSTRUCTION OF HENWOOD PLACE STEP STREET, THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**

Attachment A is included with this Addendum.

2. **Revisions to Documents:**

Attachment B is included with this Addendum.

3. **Revisions to PASSPort forms:**

No Attachment C is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section via PASSPort (in the Discussions with Buyer section).

Richard Jones, PE CWI
Executive Director, Executive-Engineering Services

DDC PROJECT #: HWX006-01

PROJECT NAME: RECONSTRUCTION OF HENWOOD PLACE STEP STREET, THE BRONX

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1.	Electrical Specs & Drawings Can you please direct us where to find the NYC DOT Drawings and Specs that relate to this contract? None of the standard drawings that are called out on the "E" drawings for this contract are in the NYC DOT Street Lighting Standard drawings.	See notes page on DWG E-1, standard types are referenced in the Legend.
2.	NYC DOB Permits or Requirements Are there any DOB permits (Demo, SOE, etc) needed for this project? Will this project require a DOB number or filing?	No, there are no DOB Permits or DOB filing needed for this project.
3.	Disposal of Excavated Rock Under what bid item is the hauling and disposal of the excavated rock to be compensated?	The disposal and hauling of the excavated rock is to be paid under the corresponding rock excavation items.
4.	As-Built Drawings of Existing Retaining Walls & Streetscape Can you please provide the As-Built drawings and structural details for the existing streetscape and retaining walls?	There are no As-Built drawings. Please see DWG B-103 Record of Test Pits. Existing retaining wall structures and footings are based on site observations, including test pits.
5.	As-Built Drawings & Foundation Details for Existing Buildings Can you please provide the As-Built drawings and foundation details for the buildings adjacent to the project?	There are no As-Built drawings.
6.	Geotechnical Report Can you please provide the Geotechnical Report that coincides with the borings?	Please refer to the Geotechnical Report "HWX006-01 - Geotech Report (4.26.22)" under the Documents Tab in Passport.
7.	Anchoring into Rock If sound rock is encountered in areas where footings or structural elements are to be placed, will anchoring into the rock be allowed or will the rock have to be excavated?	Contractor would be allowed to submit alternative design details for approval.

8.	Test Pit #1 Test Pit 1 on drawing B-103 shows a boulder was encountered. Is this boulder potentially part of the rubble foundation of the building?	It is unknown if the boulder is part of the rubble foundation.
9.	Debris & Encampment There is a lot of debris at the project location and a potential encampment. Will the area be cleaned up and DHS be notified prior to the start of construction?	See Item # 6.01AA which covers clearing and grubbing from the site. Contractor is to coordinate with other / relevant agencies if needed.
10.	City School Bus Stop There seems to be a city schools bus stop at the intersection of Morris Ave & Henwood Place. Can this bus stop be relocated away from the area of work?	The Contractor needs to coordinate with the NYC Department of Education ("DOE") as needed. Please note there is no bus stop sign on site.
11.	How will the apparent low bidder be assessed with Bid Item 7.14, Sustainable Construction, included? For example, a bidder may bid the minimum for this item and be the apparent low bidder and avoid the sustainable construction practices. However, another bidder may put effort into sustainable construction measures increasing their bid price for this item, in turn increasing their total bid price, but they could have been lower than the first bidder if they bid the minimum.	Sustainability requirements will be enforced, and the overall apparent lowest bidder will be awarded the contract.
12.	Please confirm a Noise Mitigation Plan is required for this project.	Confirmed, please refer to the Contract Documents.
13.	Please confirm a full-time site safety representative is required for this project.	Please refer to OSHA guidelines and the Contract Documents.
14.	Are there any restrictions on the means and methods of demolishing the existing street scape and retaining walls? For example: hand demolition only, saw cutting.	There are no restrictions but means and methods must be submitted to DDC for approval.
15.	Are there any restrictions on the means and methods of rock excavation? For example: drill and split only?	There are no restrictions but means and methods must be submitted to DDC for approval.
16.	Boring B-2 on drawing B-101 has a ~14' gap in the log. When visited in the field it looks like two (2) borings were performed on this platform of the streetscape. Can you please provide the missing information.	See revised DWG B-101.

17.	Besides the new manholes at the bottom of the step street, where does the city anticipate rock excavation maybe needed?	Rock locations will be determined per field conditions.
18.	The Erosion control plans make reference to Bioretention Basins. Please clarify if and where there are any bioretention basins.	Bio-retention basins are only necessary if the Contractor chooses to revise the ESC plans and incorporate them. If they are incorporated, they must be installed in accordance with the SEQUENCE OF CONSTRUCTION section in the general notes on Drawing C-1 (sheet 80).
19.	Are there any known underground sidewalk vaults in the vicinity of the project?	There are no known vaults.
20.	General Notes 3 calls out Monitoring and Survey of NYC Transit Structures. The 4 train elevated tracks and the B and D subway line runs near the project site. Is monitoring needed for these structures?	No, monitoring is not needed.
21.	Engineers Estimate Due to the complexity of the scope of this work can you please provide the engineers estimate or range for this project?	We do not reveal the engineer's estimate or range for our projects.

DDC PROJECT #: **HWX006-01**

PROJECT NAME: **RECONSTRUCTION OF HENWOOD PLACE STEP STREET, THE BRONX**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1) **Geotechnical Report**

“HWX006-01 - Geotech Report (4.26.22)” has been added under the Documents Tab in Passport.

- 2) **Refer to** PASSPort, Documents, HWX006-01 –Volume 2 OF 3.
Delete HWX006-01 –Volume 2 OF 3in its entirety.
Replace with revised HWX006-01 –Volume 2 OF 3 Addendum 2

Note: Updated Prevailing Wage Schedule

- 3) **Refer to** PASSPort, Documents, HWX006-01 – Bid Schedule Addendum 1.
Delete HWX006-01 – Bid Schedule Addendum 1 in its entirety.
Replace with revised HWX006-01 – Bid Schedule Addendum 2

Note: Missing Digit “0” has been added to Items 6.20, 6.50, 9.30, and 9.60

DDC PROJECT #: **HWX006-01**

PROJECT NAME: **RECONSTRUCTION OF HENWOOD PLACE STEP STREET,
THE BRONX**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 3 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None

Item Grid Changes:

None