



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

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

**LAW**

**VOLUME 1 OF 3**

**BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HBPED100M  
(Re-Bid 1)**

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

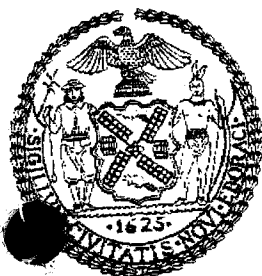
**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*WEIDLINGER ASSOCIATES INC.*

**FEBRUARY 07, 2014**



**4-081**



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

DR. FENIOSKY A. PEÑA-MORA  
Commissioner

JOHN GODDARD  
Agency Chief  
Contracting Officer

July 25, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUEST  
PRIMER CONSTRUCTION CORP  
100 Maspeth Avenue  
Brooklyn, NY 11211

RE: FMS ID: HBPED100M-R  
E-PIN: 85014B0120001  
DDC PIN: 8502014HW0067C  
RECONSTRUCTION OF PEDESTRIAN  
BRIDGE AT EAST 81ST STREET OVER  
F.D.R. DRIVE - BOROUGH OF  
MANHATTAN  
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$11,862,548.00 submitted at the bid opening on May 01, 2014. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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





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

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

Sincerely,

John Goddard  
Agency Chief Contracting Officer

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

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

**PROJECT ID: HBPED100M**  
**(Re-Bid 1)**

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

Name of Bidder: Primer Construction Corp  
Date of Bid Opening: 5 / 1 / 2014  
Bidder is: (Check one, whichever applies) Individual ( ) Partnership ( ) Corporation (☒)  
Place of Business of Bidder: 180 Maspeth Ave Brooklyn NY 11211  
Bidder's Telephone Number: 718 963 0111 Fax Number: 718 963 0727  
Bidder's E-Mail Address: contracts @ primer construction .com  
Residence of Bidder (If Individual): \_\_\_\_\_

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

Names of Partners

Residence of Partners


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

Organized under the laws of the State of New York

Name and Home Address of President: Gerald Primer, 180 Maspeth Avenue, Brooklyn, NY, 11211

Name and Home Address of Secretary: \_\_\_\_\_

Name and Home Address of Treasurer: \_\_\_\_\_

## BID FORM

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The above-named Bidder affirms and declares:

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

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

**BID FORM**

**PROJECT ID. HBPED100M**  
**(Re-Bid 1)**

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

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

**\$ 11,862,548.00**

**5/1/14 P.8**

**BIDDER'S SIGNATURE AND AFFIDAVIT**

**Bidder:** Primer Construction Corp

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

**Attest:**  
**(Corporate Seal)**

[Signature]  
**Secretary of Corporate Bidder**

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

NOTARY PUBLIC  
STATE OF NEW YORK  
No. 014103354  
Qualified in Queens County  
My Commission Expires November 01, 2015

**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:  
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:  
I am a member of \_\_\_\_\_ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF NEW YORK, COUNTY OF Queens ss:

Gerald Primer being duly sworn says:  
I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 180 Maspeth Ave Brooklyn NY 11211.  
I have knowledge of the several matters therein stated, and they are in all respects true.

\_\_\_\_\_  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this  
29 day of April, 2014

Jessica A Viola  
Notary Public

JESSICA AMANDA VIOLA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01VI6292241  
Qualified in Queens County  
My Commission Expires November 04, 2017

## AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except: NYCDED -TRC-CI-NR-Total Residual Chlorine Reduction Facility at Coney Island + North River WWTPs - non-responsive  
(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: Primer Construction Corp  
Address: 180 Maspeth Ave  
City Brooklyn State New York Zip Code 11211

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

-----

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

-----

☒ C - Corporation  
EMPLOYER IDENTIFICATION NUMBER

11-2760915

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)



2/10/2014 12:00 AM

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

CONTRACT PIN: 8502014HW0067C  
PROJECT ID: HBPED100M  
(Re-Bid 1)

## BID SCHEDULE

NOTE:

- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.  
Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 Through B - 23

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



2/10/2014 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

**BID SCHEDULE FORM**

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	COL 7 GTS
001	05615.8001 M RAILING, TYPE 01	12.00	METER	1333 GP	16,000	—
002	05670.77 M MODIFY LIGHTING INSTALLATION	1.00	EACH	5,000	5,000	—
003	08670.4023 M SERVICE CABINET	1.00	EACH	10,000	10,000	—
004	09634.90 M HOLLOW METAL EXTERIOR DOOR, FRAME, AND HARDWARE	1.00	EACH	10,000	10,000	—
005	10520.05 M SAW CUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE PAVEMENTS	27.00	METER	65	1755	—
006	10670.0305 M REMOVE AND STORE LAMPOST ASSEMBLY	13.00	EACH	2,000	26,000	—

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(Re-Bid 1)

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## BID SCHEDULE FORM

COL 1 SECTION	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
007	11555.8198 M CRACK REPAIR (3MM OR WIDER) BY INJECTION OF PORTLAND CEMENT GROUT	5.00	METER	1,000	5,000
008	11607.4009 M STEEL PICKET FENCE	93.00	METER	1,000	93,000
009	11607.980101 M TEMPORARY CHAIN-LINK FENCE	50.00	METER	120	6,000
010	11609.1510 M STEEL EDGING	440.00	METER	50	22,000
011	11609.260201 M CONCRETE CURB, STEEL FACED (NYC), TYPE D	22.00	METER	350	7700
012	11615.8006 M STAINLESS STEEL HAND RAIL	6.00	METER	1,000	6,000

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## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
013	11634.9003 M RODENT AND VERMIN CONTROL- INITIAL SURVEY, BAITING AND SANITATION	1.00	L.S.	4,000 -	4,000 -
014	11634.9004 M RODENT AND VERMIN CONTROL- MAINTENANCE PROGRAM	24.00	MONTH	900 -	21,600 -
015	11656.9002 M STAINLESS STEEL GUARD RAIL	12.00	METER	600 -	7,200 -
016	17203.0309 M LIGHTWEIGHT CONCRETE FILL (TYPE B)	40.00	C.M.	1,500 -	60,000 -
017	201.06 M CLEARING AND GRUBBING	1.00	L.S.	10,000 -	10,000 -
018	202.120001 M REMOVING EXISTING SUPERSTRUCTURES	1.00	L.S.	500,000 -	500,000 -

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# BID SCHEDULE FORM

SECTION	ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	
019	203.02 M UNCLASSIFIED EXCAVATION AND DISPOSAL	400.00	C.M.	225	-	90,000	-
020	203.21 M SELECT STRUCTURAL FILL	29.00	C.M.	150	-	4,350	-
021	203.28000109 M FILTER SAND FOR SAND FILTERS	9.00	C.M.	150	-	1,350	-
022	203.35030017 M DRILLING GROUT HOLES	18.00	METER	300	-	5,400	-
023	206.01 M STRUCTURE EXCAVATION	317.00	C.M.	750	-	237,750	-
024	207.22 M GEOTEXTILE DRAINAGE	160.00	S.M.	13	-	2,080	-

2/10/2014 12:00 AM

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## BID SCHEDULE FORM

COL 1 SEQ NO.	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
025	207.24 M GEOTEXTILE STABILIZATION	230.00	S.M.	15 -	3,450 -
026	209.1202 M STRAWBALE DIKE- TEMPORARY	380.00	METER	17 -	6,460 -
027	304.12 M SUBBASE COURSE, TYPE 2	52.00	C.M.	250 -	13,000 -
028	402.128101 M 12.5 MM F1 SUPERPAVE HMA, 80 SERIES COMPACTION	1.00	M-TON	1,000 -	1,000 -
029	402.128111 M PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128101 M	1.00	QUALITY UNIT	500 -	500 -
030	402.258901 M 25 MM F9 SUPERPAVE HMA, 80 SERIES COMPACTION	2.00	M-TON	2,000 -	4,000 -

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COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	COL 7 CTS
031	402.258911 M PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.258901 M	1.00	QUALITY UNIT	500	500	-
032	407.0101 M TACK COAT	13.00	LITERS	30	390	-
033	503.1010 M PCC FOUNDATION FOR PAVEMENT, CLASS C	3.00	C.M.	2,000	6,000	-
034	551.40200017 M FURNISHING EQUIPMENT FOR INSTALLING MICROPILES	1.00	L.S.	200,000	200,000	-
035	551.50220017 M STATIC PILE LOAD TEST	1.00	EACH	70,000	70,000	-
036	551.99400017 M MICROPILES (CONTRACTOR DESIGNED) - DESIGN LOAD LESS THAN 900 KN	120.00	EACH	9,000	1,080,000	-

2/10/2014 12:00 AM

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## BID SCHEDULE FORM

COL 1 SEQUENCE	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
037	551.99450017 M PERMANENT CASING FOR MICROPILES	1,153.00	METER	G.P. 450	-	G.P. 518,850	-
038	553.010001 M COFFERDAMS (TYPE 1)	1.00	EACH	500,000	-	500,000	-
039	555.08 M FOOTING CONCRETE, CLASS HP	168.00	C.M.	4,500	-	756,000	-
040	555.09 M CONCRETE FOR STRUCTURES, CLASS HP	88.00	C.M.	4,500	-	396,000	-
041	555.25010010 M GROUTING	5.00	BAGS	1,000	-	5,000	-
042	556.03 M STUD SHEAR CONNECTORS FOR BRIDGES	1,450.00	EACH	50	-	72,500	-

2/10/2014 12:00 AM

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## BID SCHEDULE FORM

COL 1 SECTION	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	COL 7 OTS	COL 8 OTS
043	557.0109 M SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE, BOTTOM FORMWORK REQUIRED-TYPE 9 FRICTION	185.00	S.M.	900	166,500	00	00
044	557.0509 M SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE, BOTTOM FORMWORK NOT REQUIRED-TYPE 9 FRICTION	71.00	S.M.	800	56,800	00	00
045	559.16960018 M PROTECTIVE SEALING OF STRUCTURAL CONCRETE	305.00	S.M.	6	1,830	00	00
046	559.18960018 M PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS	553.00	S.M.	6	3,318	00	00
047	564.0501 M STRUCTURAL STEEL (TYPE 1)	1.00	L.S.	70,000	70,000	00	00
048	564.0502 M STRUCTURAL STEEL (TYPE 2)	1.00	L.S.	40,000	40,000	00	00



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COL 1 SEQUENCE	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS - CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS - CTS
049	564.510001 M STRUCTURAL STEEL	38,549.00	KG	10 00	385,490 00
050	565.2021 M TYPE E.B. FIXED BEARING (0 TO 250 KN)	40.00	EACH	1,000 00	40,000 00
051	565.2031 M TYPE E.B. EXPANSION BEARING (0 TO 250 KN)	40.00	EACH	1,000 00	40,000 00
052	567.60 M ARMORLESS BRIDGE JOINT SYSTEM	48.00	METER	1,000 00	48,000 00
053	573.010001 M STRUCTURAL STEEL PAINTING FIELD APPLIED - TOTAL REMOVAL	1.00	L.S.	54,000 00	54,000 00
054	582.05 M REMOVAL OF STRUCTURAL CONCRETE REPLACEMENT WITH CLASS A CONCRETE	1.00	C.M.	9,000 00	9,000 00

2/10/2014 12:00 AM

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055	582.06 M REMOVAL OF STRUCTURAL CONCRETE REPLACEMENT WITH CLASS D CONCRETE	3.00	S.M.	G.P. 19,000 00	57,000 00
056	586.02 M DRILLING AND GROUTING OF BOLTS OR REINFORCING BARS	97.00	EACH	100 00	9,700 00
057	586.04 M DRILLING AND GROUTING BOLTS, OVERHEAD OR SUSTAINED TENSION, WITH PULLOUT TEST	44.00	EACH	150 00	6,600 00
058	608.01000006 M CONCRETE SIDEWALKS AND DRIVEWAYS, UNREINFORCED	4.00	C.M.	1,500 00	6,000 00
059	608.0101 M CONCRETE SIDEWALKS AND DRIVEWAYS	7.00	C.M.	G.P. 2,700 00	G.P. 18,900 00
060	608.03000001 M PRECAST CONCRETE PAVERS FOR DRIVEWAYS, SIDEWALKS, AND BIKE PATHS	172.00	S.M.	300 00	51,600 00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
061	610.1101 M MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK	25.00	C.M.	80 00	2,000 00
062	610.1202 M PERMEABLE WEED CONTROL LANDSCAPE FABRIC WITH HERBICIDE	290.00	S.M.	8 00	2,320 00
063	610.1402 M TOPSOIL - ROADSIDE	146.00	C.M.	110 00	16,060 00
064	610.19 M WATERING VEGETATION	100.00	KL	30 00	3,000 00
065	611.0211 M PLANTING - MINOR DECIDUOUS TREES - SIZE AS SPECIFIED BALL & BURLAP, FIELD POTTED OR FIELD BOXED	7.00	EACH	3,000 00	21,000 00
066	611.0442 M PLANTING - DECIDUOUS SHRUBS - 0.60 M HEIGHT/SPREAD CONTAINER OR BOX GROWN	133.00	EACH	70 00	9,310 00

2/10/2012 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQUENCE	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
067	611.0542 M PLANTING - EVERGREEN SHRUBS - 0.60 M HEIGHT/SPREAD CONTAINER OR BOX GROWN	53.00	EACH	70.00	3,710.00
068	611.0711 M PLANTING - HERBACEOUS PLANTS - AS SPECIFIED CONTAINER GROWN	112.00	EACH	70.00	7,840.00
069	614.060201 M TREE REMOVAL OVER 150 MM TO 300 MM AT BREAST HEIGHT	11.00	EACH	900.00	9,900.00
070	614.060401 M TREE REMOVAL OVER 450 MM TO 600 MM AT BREAST HEIGHT	1.00	EACH	2,000.00	2,000.00
071	619.01 M BASIC WORK ZONE TRAFFIC CONTROL	1.00	L.S.	100,000.00	100,000.00
072	619.0413 M TYPE III CONSTRUCTION BARRICADES	28.00	METER	100.00	2,800.00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)  
CONTRACT PIN: 8502014HW0067C

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
073	623.10 M SCREENED GRAVEL (IN-PLACE MEASURE)	3.00	C.M.	11500 00	4,500 00
074	623.12 M CRUSHED STONE (IN-PLACE MEASURE)	13.00	C.M.	150 00	1,950 00
075	625.01 M SURVEY OPERATIONS	1.00	L.S.	30,000 00	30,000 00
076	670.10010004 M DECORATIVE LIGHT POLES WITH ONE LUMINAIRE	17.00	EACH	4,000 00	68,000 00
077	670.2003 M GALVANIZED STEEL CONDUIT, 2 NPS	255.00	METER	300 00	76,500 00
078	670.2501 M FLEXIBLE CONDUIT, 3/4 NPS	85.00	METER	100 00	8,500 00

2/10/2014 12:20 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQUENCE	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CENTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CENTS
079	670.3001 M PULL BOXES LESS THAN 0.14 CUBIC METER, INSIDE VOLUME (LIGHTING)	16.00	EACH	2,700 00	43,200 00
080	670.30010139 M MULTI-BAR LIGHTING EMITTING DIODE (LED) LUMINAIRE UNDERDECK MOUNT	17.00	EACH	2,000 00	34,000 00
081	670.60 M PHOTOELECTRIC CONTROLS	1.00	EACH	1,000 00	1,000 00
082	670.7004 M SINGLE CONDUCTOR CABLE, NUMBER 6 GAGE	1,650.00	METER	21 00	34,650 00
083	670.7007 M SINGLE CONDUCTOR CABLE, NUMBER 12 GAGE	650.00	METER	14 00	9,100 00
084	687.0101 M WHITE THERMOPLASTIC REFLECTORIZED PAVEMENT STRIPES	825.00	METER	13 00	10,725 00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

**BID SCHEDULE FORM**

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
085	687.0201 M YELLOW THERMOPLASTIC REFLECTORIZED PAVEMENT STRIPES	470.00	METER	13 00	6,110 00
086	687.0401 M WHITE THERMOPLASTIC REFLECTORIZED PAVEMENT SYMBOLS	6.00	EACH	500 00	3,000 00
087	831.010001 PAINTING, SYSTEM A - ALL COATS APPLIED IN SHOP (SP10/INORGANIC ZINC/EPOXY INTERMEDIATE/URETHANE FINISH) LIGHTHOUSE STRUCTURE	1.00	L.S.	170,000 00	170,000 00
088	832.10 WORKER PROTECTION	1.00	L.S.	20,000 00	20,000 00
089	832.20 ENVIRONMENTAL PROTECTION AND PROJECT CLEANUP (FOR EACH STRUCTURE)	1.00	L.S.	20,000 00	20,000 00
090	832.300001 CONTAINMENT SYSTEM(S) (FOR EACH DESIGNATED TYPE)	1.00	L.S.	20,000 00	20,000 00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

# BID SCHEDULE FORM

COL 1 SECTION	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	COL 7 OTS
091	832.40 TREATMENT AND DISPOSAL OF PAINT REMOVAL WASTE AND WASTE WATER	1.00	L.S.	10,000	10,000	00
092	832.50 COMMUNITY NOTIFICATION	1.00	L.S.	20,000	20,000	00
093	HW-900H ALLOWANCE FOR CITY WORK ACCELERATION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 300,000.00	1.00	F.S.	300,000	300,000	00
094	NYC-202.19 M REMOVAL OF SUBSTRUCTURES	1.00	L.S.	1,000,000	1,000,000	00
095	NYC-210.480401 M REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 60,000.00	1.00	F.S.	60,000	60,000	00



2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M

(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
096	NYC-25564.514099 M PREFABRICATED SPAN UNITS	1.00	L.S.	2,000,000 00	2,000,000 00
097	NYC-2755-1 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 1	57.00	METER	1,500 00	85,500 00
098	NYC-2755-2 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 2	33.00	METER	1,500 00	49,500 00
099	NYC-2755-3 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 3	120.00	METER	1,500 00	180,000 00
100	NYC-2755-4 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 4	8.00	METER	1,500 00	12,000 00
101	NYC-2755-5 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 5	19.00	METER	1,500 00	28,500 00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)  
CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS	
				DOLLARS	CTS	DOLLARS	CTS
102	NYC-2755-6 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 6	143.00	METER	1,650	00	235,950	00
103	NYC-2755-7 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 7	3.00	METER	1,700	00	5,100	00
104	NYC-615.2408-1 M BOULDER PLACEMENT - OFFSITE SUPPLY - small	28.00	EACH	2,000	00	56,000	00
105	NYC-615.2408-2 M BOULDER PLACEMENT - OFFSITE SUPPLY -medium	16.00	EACH	3,000	00	48,000	00
106	NYC-615.2408-3 M BOULDER PLACEMENT - OFFSITE SUPPLY - large	7.00	EACH	4,000	00	28,000	00
107	NYC-615.2408-4 M BOULDER PLACEMENT - OFFSITE SUPPLY - extra large	2.00	EACH	5,000	00	10,000	00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M

(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
108	NYC-634.99020017 M VIBRATION MONITORING (NONBLASTING)	6.00	MONTH	10,000 00	60,000 00
109	NYC-637.13 M ENGINEER'S FIELD OFFICE	24.00	MONTH	4,000 00	96,000 00
110	NYC-637.355120 M CPM SCHEDULING	1.00	L.S.	30,000 00	30,000 00
111	NYC-697.20000082 M BRIDGE FLAG REPAIR PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 500,000.00	1.00	F.S.	500,000 00	500,000 00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)  
CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER & DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
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SUB-TOTAL: \$ 11,406,298.00

112	699.040001 M MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	456,250.00	456,250.00
-----	--	------	------	------------	------------

TOTAL BID PRICE: \$ 11,862,548.00

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

(NO TEXT ON THIS PAGE)

11/20/2011

11/20/2011

11/20/2011

**PRIMER  
Construction Corp.**

180 Maspeth Ave  
Brooklyn, NY 11211  
T: 718-963-0111 F: 718-963-0727  
[contracts@primerconstruction.com](mailto:contracts@primerconstruction.com)

## PROJECT REFERENCE INFORMATION

# A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
NYC/DEP US Army - Fort Hamilton Pumping Station up grade Brooklyn NY	G.C. Lump Sum Comp. Bid	\$3,333	10/5/2012	NYC DEP Warren Gordon 347 260 4751	Hazen & Sawyer 212-777-8400
NYC DEP - Construction of Desalination Facility at Sheboygan Basin Queens NY	G.C. Lump Sum Comp. Bid	\$2,508	2/10/2012	" "	Hazen & Sawyer 212-777-8400
GUNY Queens College Site Work - Concrete Sidewalk Steps Flushing Queens	G.C. Lump Sum Comp. Bid	\$1,500	11/30/2011	Dave Mall-LIRO 718-997 4982	212-777-8400
NYC/EDC Passenger Ferry Landing Williamsburg Brooklyn	G.C. Lump Sum Comp. Bid	\$2,000	7/2012	NYC EDC Dan Colangione 212-312-3765	O.C.C Stuart Lewis 203-268-5007
NYC Parks & Recreation Flushing Meadows Boothouse ReConstruction	G.C. Unit Price Comp. Bid	\$5,000	7/2011	NYC Parks Vincent Alfano 718-760-6758	

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

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

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
NYC DEP Bowling Green CBS Facility Upgrade	G.C. Lump Sum Comp. Bid	8,000	3,800	3,000	8/2014	NYC DEP Mike D. 347-923-8461	URS Eric Bodnar 973-883-8881
GWB Fire Standpipe & Tel	G.C. Lump Sum Comp. Bid	6,000	3,000	2,000	6/2014	PANYNJ Kristen D. 201-346-4021	
GWB Anchorages Drainage	G.C. Lump Sum Comp. Bid	1,000	300	900	10/2014	PANYNJ Jason L. 201-346-4021	
NYC DEP Bay Park Final Setting Tasks	G.C. Lump Sum Comp. Bid	9,400	1,500	8,500	10/2015	NYC DEP Bob P.	Hazzards Bob Frost 212-539-7000
NYC Parks & Rec. Jerome Park Recreational Path	G.C. Unit Price Comp. Bid	3,100	500	1,000	7/2014	Brian Taylor NYC Parks 347-386-7520	



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

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

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

Brian E. Salfelder P.E.

### Qualification Form

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

Name of Contractor: JH Reid

Name of Project: Replacement of the 14<sup>th</sup> Street Viaduct over Conrail & Local Streets

Location of Project: Hudson County

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

Name: Hudson County

Title: \_\_\_\_\_ Phone Number: 201 369 4340

Brief description of the Project completed or the Project in progress: Replaced 1459 foot span over Streets in Hoboken NJ

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

Amount of Contract, Subcontract or Sub-subcontract: \$48,000,000

Start Date and Completion Date: 8/1/11 - 7/1/14

\*\*\*\*\*

Name of Contractor: Kon Kvs Corp.

Name of Project: Replacement of County Bridge NO. 1400-164

Location of Project: Morris County

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

Name: Morris County Engineering department

Title: \_\_\_\_\_ Phone Number: 975 285 6750

Brief description of the Project completed or the Project in progress: Replacement of two span steel stringer on reinforced concrete

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

Amount of Contract, Subcontract or Sub-subcontract: \$1,000,000

Start Date and Completion Date: May 2010 - September 2010

### Qualification Form

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

Name of Contractor: Primer Construction Corp

Name of Project: Rehabilitation of East Island Bridge

Location of Project: Glen Cove

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

Name: Sri Monnor

Title: Project Manager Phone Number: 516 674 4402

Brief description of the Project completed or the Project in progress: Complete renovation of bridge. Removal and replacement of old bridge.

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 1,890,000

Start Date and Completion Date: Award date 8/1/2002 Completed 9/1/2004

\*\*\*\*\*

Name of Contractor: Primer Construction Corp

Name of Project: GWB 244.216 Main Span Fire Standpipe System Rehabilitation

Location of Project: George Washington Bridge

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

Name: Bob Kearney

Title: Resident Engineer Phone Number: 201 346 4021

Brief description of the Project completed or the Project in progress: Structural Steel Work, plumbing, Traffic management

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 6,000,000

Start Date and Completion Date: July 2013

(NO TEXT ON THIS PAGE)

Tax ID #: 11-2760915

APT E- 85014B0120  
PIN #:

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

Part I to be completed by contracting agency

**Contract Overview**

APT E- Pin # 85014B0120 FMS Project ID#: HPED100M (Re-Bid 1)  
Project Title/ Agency PIN # Reconstruction of Pedestrian Bridge at E. 81<sup>st</sup> St. over F.D.R. Drive / 8502014HW0067C  
Bid/Proposal Response Date THURSDAY, MAY 1, 2014  
Contracting Agency Department of Design and Construction  
Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101  
Contact Person Jessica Lavidès Title MWBE Liaison & Compliance Analyst  
Telephone # (718) 391-1065 Email LavidèsJe@ddc.nyc.gov

**Project Description** (attach additional pages if necessary)

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

**MWBE Participation Goals for Services**

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

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified</u>	<u>2 %</u>
or	
<u>Black American</u>	<u>UNSPECIFIED</u>
<u>Hispanic American</u>	<u>UNSPECIFIED</u>
<u>Asian American</u>	<u>UNSPECIFIED</u>
<u>Women</u>	<u>UNSPECIFIED</u>
<b>Total Participation Goals</b>	<b>2 % Line 1</b>

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

Tax ID #: 11-2760915APT E-  
PIN #: 8501480120**SCHEDULE B - Part II: M/WBE Participation Plan**

Part II to be completed by the bidder/proposer.

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

**Section I: Prime Contractor Contact Information**

Tax ID # 11-2760915 FMS Vendor ID # \_\_\_\_\_  
 Business Name Primer Construction Corp Contact Person Gerald Primer  
 Address 180 Maspeth Ave Brooklyn NY 11211  
 Telephone # 718 963 0111 Email contracts@primerconstruction.com

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

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

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

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

Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 13)		Calculated M/WBE Participation Amount
\$12,000,000.	X	2%	=	\$240,000. Line 2

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

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

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

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

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

Tax ID #: 11-2760915APT E-  
PIN #: 8501480120

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

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

☐ MBE ☐ WBE

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

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

#### Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 21

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

1	Electrical	\$0.15mm	
2	Pile Installation	\$1.5mm	
3	Landscaping	\$0.04mm	MBE/WBE
4	Bridge Refurb. Vendor	\$0.63mm	
5	Painting	\$0.20mm	MBE
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

✓ Scopes of Subcontract Work

Tax ID #: 11-2760915

APT E-  
PIN #: 85014 B0120

**Section V: Vendor Certification and Required Affirmations**

I hereby:

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

Signature 

Date 4/29/14

Print Name Gerald Primer

Title President



**SAFETY QUESTIONNAIRE**

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

**1. Bidder Information:**Company Name: Primer Construction CorpDDC Project Number: 85014 B0120

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

Company has previously worked for DDC ☒ YES \_\_\_\_\_ NO

**2. Type(s) of Construction Work**

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

**3. Experience Modification Rate:**

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

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
<u>2013</u>	<u>1.1</u>	<u>1.1</u>
<u>2012</u>	<u>.96</u>	<u>.96</u>
<u>2011</u>	<u>1.02</u>	<u>1.02</u>

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

#### 4. OSHA Information:

- ☐ YES ☒ NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
- ☐ YES ☒ NO Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2013</u>	<u>19,382 hours</u>	<u>0</u>
<u>2012</u>	<u>18,445 hours</u>	<u>0</u>
<u>2011</u>	<u>17,123 hours</u>	<u>0</u>

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

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

#### 5. Safety Performance on Previous DDC Project(s)

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

DDC Project Number(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

☐ YES ☒ NO Accident on previous DDC Project(s).

DDC Project Number(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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

DDC Project Number(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Date: 4/29/2014

By: 

(Signature of Owner, Partner, Corporate Officer)

Title: President

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(NO TEXT ON THIS PAGE)

**BID BOND 1  
FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS.** That we, \_\_\_\_\_

Primer Construction Corp.

180 Maspeth Avenue, Brooklyn, NY 11211

hereinafter referred to as the "Principal", and \_\_\_\_\_

U.S. Specialty Insurance Company

20 West Aylesbury Road, Timonium, MD 21094-5605

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 Reconstruction of Pedestrian Bridge at East 81st  
over F.D.R. Drive, Project ID: HBPED100M/8502014HW0067C, Manhattan, NY

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

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

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

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

## BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 29th day of April, 2014.

(Seal)

Primer Construction Corp.

(L.S.)

Principal

By:



(Seal)

U.S. Specialty Insurance Company

Surety

By:



Rosanne Callahan

Attorney-in-Fact

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Kings ss:  
On this 30 day of April, 2014, before me personally came  
Gerald Primer to me known, who, being by me duly sworn, did depose and say that he  
resides at 180 Maspeth Ave Brooklyn NY 11211  
that he is the President of Primer Construction Corp  
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.

JESSICA AMANDA VIOLA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01VI6292241  
Qualified in Queens County  
My Commission Expires November 04, 2017

Jessica A Viola  
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

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

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

\_\_\_\_\_  
Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

## ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }  
COUNTY OF NASSAU } ss:

On April 29, 2014 before me personally came Rosanne Callahan to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of U.S. Specialty Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



---

**Notary Public**  
Peter Henry  
Notary Public State of NY  
No. 01HE4784829  
Qualified in Nassau County  
Commission Expires January 31, 2018



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Fern Perry, Robert Finnell, Peter Henry, Rosanne Callahan, Janice R. Fiscina,

Jennifer L. Johnston-Ogeka, Deborah L. Severin

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



  
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

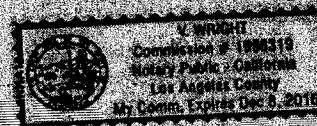
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_.

APR 29 2014

Corporate Seals

Bond No. Brl Bond  
Agency No. 12135



  
Jeannie Lee, Assistant Secretary

**U.S. SPECIALTY INSURANCE COMPANY**  
**STATUTORY STATEMENT OF ADMITTED ASSETS,**  
**LIABILITIES, CAPITAL AND SURPLUS (1)**  
December 31, 2013

**Admitted Assets**

Investments:  
Fixed Maturities, at amortized cost  
Common stocks  
Cash and short term investments  
Receivable for securities  
**Total cash and invested assets:**

1,610,979,131  
153,621,416  
6,072,697  
19,379  
1,770,692,623

Accrued interest income  
Premium receivable  
Recoverable from reinsurers  
Net deferred tax asset  
Furniture and equipment  
Receivable from parent, subsidiaries and affiliates

17,944,263  
79,891,095  
13,093,456  
38,476,641  
576,851  
7,914,554

**Total admitted assets**

157,896,860  
1,928,589,483

**Liabilities and Capital and Surplus**

**Liabilities:**

Unpaid loss and loss adjustment expense  
Commission payable  
Accrued expenses  
Taxes, licenses, and fees  
Federal income tax  
Unearned premiums  
Advance premium  
Dividends to policyholders  
Ceded reinsurance balance payable  
Funds held under reinsurance treaties  
Amounts withheld or retained for others  
Provision for reinsurance  
Payable to parent, subsidiaries and affiliates  
Payable for securities

974,999,583  
10,962,910  
4,449,770  
2,723,093  
2,802,073  
266,077,282  
11,473,367  
157,480  
57,928,358  
12,956,012  
64,945  
141,342  
2,592,504  
952,845

**Total liabilities**

1,348,281,564

Capital and Surplus:  
Capital Stock  
Additional paid-in and contributed capital  
Unassigned surplus

4,200,000  
187,586,442  
388,521,477  
580,307,919

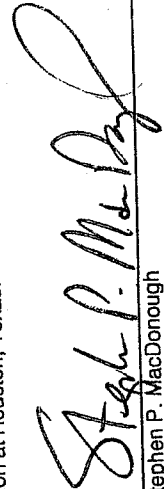
**Total liabilities and capital and surplus**

1,928,589,483

(1) - In accordance with the statutory financial statements as filed on March 1, 2014.

I, Stephen P. MacDonough, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2013, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.



Stephen P. MacDonough  
Chief Financial Officer

## APPRENTICESHIP PROGRAM REQUIREMENTS

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

  ✓   YES        NO

### (1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth one million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship programs have three years of current, successful experience in providing career opportunities.

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

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

### (2) Apprenticeship Program Questionnaire

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

# APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: HBPED100M  
(Re-Bid 1)

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

Name of Bidder: Primer Construction Corp

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

Apprentice programs through Collective  
Bargaining Agreements with unions

Bidder: Primer Construction Corp

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

Title: President

Date: 4/29/2014

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

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

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-2760915 contracts@primerconstruction.com  
Employer Identification Number or Federal Tax I.D. Email Address
8. Primer Construction Corp  
Company Name
9. 180 Maspeth Ave Brooklyn NY 11211  
Company Address and Zip Code
10. Gerald Primer 718 963 0111  
Chief Operating Officer Telephone Number
11. same  
Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #10, write "same")
12. same  
Name of Prime Contractor and Contact Person  
(If same as Item #8, write "same")

(a) Name and address of OFCCP office.

\_\_\_\_\_  
\_\_\_\_\_

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?  
Yes\_\_\_ No ☒

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes\_\_\_ No ☒

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

(d) Were any deficiencies found? Yes\_\_\_ No ☒

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes\_\_\_ No ☒

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

## PART II: DOCUMENTS REQUIRED

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

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

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes\_\_\_ No ☒

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

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes\_\_\_ No ☒

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes\_\_\_ No ☒

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

---

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30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes\_\_\_ No ☒

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

---

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

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

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

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

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

## **OWNERSHIP CODES**

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



# FORM B: PROJECTED WORKFORCE

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 – 10): \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

## FEMALES

100

---

\_\_\_\_\_

\_\_\_\_\_

---

**MALES**

## FEMALES

(1)  
White  
Non  
Hisp.

(2)  
Black  
Non  
Hisp.

Hisp. (3)

(5) Native Amer.

(6) White Non-Hisp.

(7)  
Black  
Non  
Hisp.

(9) Asian

(10)  
Native  
Amer.

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Tot

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

## **SPECIAL NOTICE TO BIDDERS**

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

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

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

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

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**CITY OF NEW YORK**

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

**BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS  
NECESSARY AND REQUIRED FOR:

**PROJECT ID: HBPED100M  
(Re-Bid 1)**

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

(NO TEXT ON THIS PAGE)

**PROJECT ID: HBPED100M  
(Re-Bid 1)**

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

**BID BOOKLET**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>PART A</b>	
1. Table of Contents.....	1
2. Special Notice to Bidders.....	2
3. Attachment 1 – Bid Information.....	A-1
4. Bid Schedule.....	B-1
5. Bid Form.....	C-1
6. Affirmation.....	C-6
7. Bid Bond .....	C-7
8. M/WBE Program: M/WBE Utilization Plan.....	5
9. Apprenticeship Program Requirements .....	19
<b>PART B</b>	
10. Safety Questionnaire .....	21
11. Pre-award Process.....	24
12. Project Reference Form.....	26
13. Contract Certificate.....	29
14. Vendex Compliance.....	30
15. Iran Divestment Act Compliance Rider .....	31
16. Construction Employment Report.....	33

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

**SPECIAL NOTICE TO BIDDERS**

**BID SUBMISSION REQUIREMENTS**

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

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

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

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

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

**NOTES:**

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

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

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

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

**SPECIAL NOTICE TO BIDDERS**  
**SPECIAL EXPERIENCE REQUIREMENTS (Revised 02/2007)**

- (A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The bidder must, within the last ten (10) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) bridge projects similar in scope and type to the required work, each bridge project having a construction value of \$7 million or more. At least one such bridge project must be located over a major highway or next to the water body or bulkhead. Such prior projects may have been performed as a prime contractor, subcontractor or sub-subcontractor.

The requirements set forth below under Article (B) apply to this contract where indicated by a blackened box (■) or by X in a □ to left.

- ☐ (B) **EXPERIENCE REQUIREMENTS FOR INSTALLER OF TRUNK WATER MAIN:** The special experience requirements set forth below apply to the contractor who will install the Trunk Water Main. If the bidder intends to perform such work itself, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract this work, the proposed subcontractor must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.
- (1) The contractor who will install the Trunk Water Main must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or sub-subcontractor.
- (C) **SUBMISSION REQUIREMENTS:** For each project submitted to meet the experience requirements set forth above, the bidder must complete and submit the Qualification Form set forth in the Bid Booklet. Separate Qualification Forms shall be provided for bidder and the contractor who will install the Trunk Water Main.
- (D) **CONDITIONS:** In determining compliance with the special experience requirements for the bidder set forth above, the City may consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.
- (1) Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or more from the inception of the bidding entity.
- (2) The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.
- (E) **JOINT VENTURES:** In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.
- (F) **COMPLIANCE:** Compliance with the experience requirements set forth herein will be determined solely by the City, prior to an award of contract. The bidder is advised that failure to meet the above described experience will result in the rejection of the bid as non-responsive.

### Qualification Form

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

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of the Project completed or the Project in progress: \_\_\_\_\_

\_\_\_\_\_

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

Amount of Contract, Subcontract or Sub-subcontract: \_\_\_\_\_

Start Date and Completion Date: \_\_\_\_\_

\*\*\*\*\*

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of the Project completed or the Project in progress: \_\_\_\_\_

\_\_\_\_\_

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

Amount of Contract, Subcontract or Sub-subcontract: \_\_\_\_\_

Start Date and Completion Date: \_\_\_\_\_

(NO TEXT ON THIS PAGE)

## ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HBPED100M

(Re-Bid 1)

PIN: 8502014HW0067C

### Description and Location of Work:

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N. 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

### Documents Available At:

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

### Submission of Bids To:

30-30 Thomson Avenue  
First Floor Bid Procurement Room  
Long Island City, New York 11101  
Before 11:00 A.M. on **THURSDAY, MAY 1, 2014**

### Bid Opening:

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

Time and Date: 11:00 A.M. on **THURSDAY, MAY 1, 2014**

### Pre-Bid Conference:

Yes	_____	No	_____ <b>X</b>
If Yes, Mandatory	_____	Optional:	_____
Time and Date:	_____		
Location:	_____		

### Bid Security:

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

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

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

### Agency Contact Person:

Lorraine Holley  
Phone: 718-391-2601

FAX: 718-391-2615

## BID SCHEDULE

### NOTICE TO BIDDERS

Items listed in this Bid Schedule which have three (3) digits followed by a decimal and suffix "M" (e.g. 201.06 M, 210.480401 M, etc.) with the exception of the Item Numbers in the following two paragraphs, shall comply with the requirements of the corresponding numerical Sections of the New York State Department of Transportation (NYSDOT) Standard Specifications (Metric) for Construction and Material dated January 02, 2002, as amended January 11, 2007.

Item Nos. 207.22 M, 207.24 M, 209.1202 M, 407.0101 M, 586.02 M, 586.04 M, 610.1101 , 610.1202 M, 610.1402 M, 610.19 M, 611.0211 M, 611.0442 M, 611.0542 M, 611.0711 M, 614.060201 M, 614.060401 M, and 619.01 M in this Bid Schedule shall comply with the requirements of the corresponding numerical Sections without suffix "M" in the New York State Department of Transportation (NYSDOT) Standard Specifications (Metric) for Construction and Material dated May 04, 2006, as amended September 06, 2012. The suffix "M" was added to these NYSDOT Standard Item numbers to identify them as "Metric Unit" items for this project.

Items listed under Special Specifications on Page A3-2 of Addendum No. 3 and included in this Bid Schedule which have three (3) or five (5) digits followed by a decimal and suffix "M" (e.g. 203.28000109 M, 551.50220017 M, 17203.0308 M, etc.) are modified versions of the New York State Department of Transportation (NYSDOT) Specifications and shall comply with the corresponding numerical Sections incorporated in Addendum No. 3, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with "NYC-" (e.g. NYC-637.13 M, NYC-2755-1 M, NYC-25564.514099 M, NYC-29634.1837 M, etc.) are modified or new versions of the New York State Department of Transportation (NYSDOT) Standard or Special Specifications and shall comply with the corresponding numerical Sections incorporated in Addendum No. 3, herein Volume 3 of 3.

However, in the specifications for the items referred to in the above four paragraphs, all references to the "Department", "Materials Bureau", "Regional Engineer", etc., shall be deemed to mean the "Engineer". Where any reference is made on the plans or specifications to the "State" or any of its officials, the Contractor shall substitute the City of New York, Department of Design and Construction, or any of its appropriate officials. The NYSDOT Specifications described above neither implies the State's involvement in any testing and approval of materials, nor in the supervision of construction.

Project ID. HBPED100M  
(Re-Bid 1)

Item listed in this Bid Schedule beginning with the prefix "HW-" (e.g. HW-900H) shall comply with the requirements of the corresponding alphanumeric Section incorporated in Addendum No. 3, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the number "831" or "832" (e.g. 831.010001, 832.10, 832.50, etc.) shall comply with the requirements of NYCDOT Sections 831 and 832 in Addendum No. 3, herein Volume 3 of 3.



2/10/2014 12:00 AM

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

CONTRACT PIN: 8502014HW0067C  
PROJECT ID: HBPED100M  
(Re-Bid 1)

## BID SCHEDULE

NOTE:

- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.  
Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 Through B - 23

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



2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
001	05615.8001 M RAILING, TYPE 01	12.00	METER				
002	05670.77 M MODIFY LIGHTING INSTALLATION	1.00	EACH				
003	08670.4023 M SERVICE CABINET	1.00	EACH				
004	09634.90 M HOLLOW METAL EXTERIOR DOOR, FRAME, AND HARDWARE	1.00	EACH				
005	10520.05 M SAW CUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE PAVEMENTS	27.00	METER				
006	10670.0305 M REMOVE AND STORE LAMPPOST ASSEMBLY	13.00	EACH				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
007	11555.8198 M CRACK REPAIR (3MM OR WIDER) BY INJECTION OF PORTLAND CEMENT GROUT	5.00	METER				
008	11607.4009 M STEEL PICKET FENCE	93.00	METER				
009	11607.980101 M TEMPORARY CHAIN-LINK FENCE	50.00	METER				
010	11609.1510 M STEEL EDGING	440.00	METER				
011	11609.260201 M CONCRETE CURB, STEEL FACED (NYC), TYPE D	22.00	METER				
012	11615.8006 M STAINLESS STEEL HAND RAIL	6.00	METER				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
013	11634.9003 M RODENT AND VERMIN CONTROL- INITIAL SURVEY, BAITING AND SANITATION	1.00	L.S.				
014	11634.9004 M RODENT AND VERMIN CONTROL- MAINTENANCE PROGRAM	24.00	MONTH				
015	11656.9002 M STAINLESS STEEL GUARD RAIL	12.00	METER				
016	17203.0309 M LIGHTWEIGHT CONCRETE FILL (TYPE B)	40.00	C.M.				
017	201.06 M CLEARING AND GRUBBING	1.00	L.S.				
018	202.120001 M REMOVING EXISTING SUPERSTRUCTURES	1.00	L.S.				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)  
CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
019	203.02 M UNCLASSIFIED EXCAVATION AND DISPOSAL	400.00	C.M.				
020	203.21 M SELECT STRUCTURAL FILL	29.00	C.M.				
021	203.28000109 M FILTER SAND FOR SAND FILTERS	9.00	C.M.				
022	203.35030017 M DRILLING GROUT HOLES	18.00	METER				
023	206.01 M STRUCTURE EXCAVATION	317.00	C.M.				
024	207.22 M GEOTEXTILE DRAINAGE	160.00	S.M.				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
025	207.24 M GEOTEXTILE STABILIZATION	230.00	S.M.				
026	209.1202 M STRAWBALE DIKE- TEMPORARY	380.00	METER				
027	304.12 M SUBBASE COURSE, TYPE 2	52.00	C.M.				
028	402.128101 M 12.5 MM F1 SUPERPAVE HMA, 80 SERIES COMPACTION	1.00	M-TON				
029	402.128111 M PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128101 M	1.00	QUALITY UNIT				
030	402.258901 M 25 MM F9 SUPERPAVE HMA, 80 SERIES COMPACTION	2.00	M-TON				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
031	402.258911 M PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.258901 M	1.00	QUALITY UNIT				
032	407.0101 M TACK COAT	13.00	LITERS				
033	503.1010 M PCC FOUNDATION FOR PAVEMENT, CLASS C	3.00	C.M.				
034	551.40200017 M FURNISHING EQUIPMENT FOR INSTALLING MICROPILES	1.00	L.S.				
035	551.50220017 M STATIC PILE LOAD TEST	1.00	EACH				
036	551.99400017 M MICROPILES (CONTRACTOR DESIGNED) - DESIGN LOAD LESS THAN 900 KN	120.00	EACH				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
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CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
037	551.99450017 M PERMANENT CASING FOR MICROPILES	1,153.00	METER				
038	553.010001 M COFFERDAMS (TYPE 1)	1.00	EACH				
039	555.08 M FOOTING CONCRETE, CLASS HP	168.00	C.M.				
040	555.09 M CONCRETE FOR STRUCTURES, CLASS HP	88.00	C.M.				
041	555.25010010 M GROUTING	5.00	BAGS				
042	556.03 M STUD SHEAR CONNECTORS FOR BRIDGES	1,450.00	EACH				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)  
CONTRACT PIN: 8502014HW0067C

# BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
043	557.0109 M SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE, BOTTOM FORMWORK REQUIRED-TYPE 9 FRICTION	185.00	S.M.				
044	557.0509 M SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE, BOTTOM FORMWORK NOT REQUIRED- TYPE 9 FRICTION	71.00	S.M.				
045	559.16960018 M PROTECTIVE SEALING OF STRUCTURAL CONCRETE	305.00	S.M.				
046	559.18960018 M PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS	553.00	S.M.				
047	564.0501 M STRUCTURAL STEEL (TYPE 1)	1.00	L.S.				
048	564.0502 M STRUCTURAL STEEL (TYPE 2)	1.00	L.S.				



2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
049	564.510001 M STRUCTURAL STEEL	38,549.00	KG				
050	565.2021 M TYPE E.B. FIXED BEARING (0 TO 250 KN)	40.00	EACH				
051	565.2031 M TYPE E.B. EXPANSION BEARING (0 TO 250 KN)	40.00	EACH				
052	567.60 M ARMORLESS BRIDGE JOINT SYSTEM	48.00	METER				
053	573.010001 M STRUCTURAL STEEL PAINTING FIELD APPLIED - TOTAL REMOVAL	1.00	L.S.				
054	582.05 M REMOVAL OF STRUCTURAL CONCRETE REPLACEMENT WITH CLASS A CONCRETE	1.00	C.M.				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
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CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
055	582.06 M REMOVAL OF STRUCTURAL CONCRETE REPLACEMENT WITH CLASS D CONCRETE	3.00	S.M.				
056	586.02 M DRILLING AND GROUTING OF BOLTS OR REINFORCING BARS	97.00	EACH				
057	586.04 M DRILLING AND GROUTING BOLTS, OVERHEAD OR SUSTAINED TENSION, WITH PULLOUT TEST	44.00	EACH				
058	608.010000006 M CONCRETE SIDEWALKS AND DRIVEWAYS, UNREINFORCED	4.00	C.M.				
059	608.0101 M CONCRETE SIDEWALKS AND DRIVEWAYS	7.00	C.M.				
060	608.030000001 M PRECAST CONCRETE PAVERS FOR DRIVEWAYS, SIDEWALKS, AND BIKE PATHS	172.00	S.M.				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
061	610.1101 M MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK	25.00	C.M.			
062	610.1202 M PERMEABLE WEED CONTROL LANDSCAPE FABRIC WITH HERBICIDE	290.00	S.M.			
063	610.1402 M TOPSOIL - ROADSIDE	146.00	C.M.			
064	610.19 M WATERING VEGETATION	100.00	KL			
065	611.0211 M PLANTING - MINOR DECIDUOUS TREES - SIZE AS SPECIFIED BALL & BURLAP, FIELD POTTED OR FIELD BOXED	7.00	EACH			
066	611.0442 M PLANTING - DECIDUOUS SHRUBS - 0.60 M HEIGHT/SPREAD CONTAINER OR BOX GROWN	133.00	EACH			

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
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## BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
067	611.0542 M PLANTING - EVERGREEN SHRUBS - 0.60 M HEIGHT/SPREAD CONTAINER OR BOX GROWN	53.00	EACH				
068	611.0711 M PLANTING - HERBACEOUS PLANTS - AS SPECIFIED CONTAINER GROWN	112.00	EACH				
069	614.060201 M TREE REMOVAL OVER 150 MM TO 300 MM AT BREAST HEIGHT	11.00	EACH				
070	614.060401 M TREE REMOVAL OVER 450 MM TO 600 MM AT BREAST HEIGHT	1.00	EACH				
071	619.01 M BASIC WORK ZONE TRAFFIC CONTROL	1.00	L.S.				
072	619.0413 M TYPE III CONSTRUCTION BARRICADES	28.00	METER				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
073	623.10 M SCREENED GRAVEL (IN-PLACE MEASURE)	3.00	C.M.				
074	623.12 M CRUSHED STONE (IN-PLACE MEASURE)	13.00	C.M.				
075	625.01 M SURVEY OPERATIONS	1.00	L.S.				
076	670.10010004 M DECORATIVE LIGHT POLES WITH ONE LUMINAIRE	17.00	EACH				
077	670.2003 M GALVANIZED STEEL CONDUIT, 2 NPS	255.00	METER				
078	670.2501 M FLEXIBLE CONDUIT, 3/4 NPS	85.00	METER				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
079	670.3001 M PULLBOXES LESS THAN 0.14 CUBIC METER, INSIDE VOLUME (LIGHTING)	16.00	EACH				
080	670.30010139 M MULTI-BAR LIGHTING EMITTING DIODE (LED) LUMINAIRE UNDERDECK MOUNT	17.00	EACH				
081	670.60 M PHOTOELECTRIC CONTROLS	1.00	EACH				
082	670.7004 M SINGLE CONDUCTOR CABLE, NUMBER 6 GAGE	1,650.00	METER				
083	670.7007 M SINGLE CONDUCTOR CABLE, NUMBER 12 GAGE	650.00	METER				
084	687.0101 M WHITE THERMOPLASTIC REFLECTORIZED PAVEMENT STRIPES	825.00	METER				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
085	687.0201 M YELLOW THERMOPLASTIC REFLECTORIZED PAVEMENT STRIPES	470.00	METER				
086	687.0401 M WHITE THERMOPLASTIC REFLECTORIZED PAVEMENT SYMBOLS	6.00	EACH				
087	831.010001 PAINTING, SYSTEM A - ALL COATS APPLIED IN SHOP (SP10/INORGANIC ZINC/POXY INTERMEDIATE/URETHANE FINISH) LIGHTHOUSE STRUCTURE	1.00	L.S.				
088	832.10 WORKER PROTECTION	1.00	L.S.				
089	832.20 ENVIRONMENTAL PROTECTION AND PROJECT CLEANUP(FOR EACH STRUCTURE)	1.00	L.S.				
090	832.300001 CONTAINMENT SYSTEM(S)(FOR EACH DESIGNATED TYPE)	1.00	L.S.				

2/10/2014 12:00 AM

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

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## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
091	832.40 TREATMENT AND DISPOSAL OF PAINT REMOVAL WASTE AND WASTE WATER	1.00	L.S.				
092	832.50 COMMUNITY NOTIFICATION	1.00	L.S.				
093	HW-900H ALLOWANCE FOR CITY WORK ACCELERATION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 300,000.00	1.00	F.S.	300,000	00	300,000	00
094	NYC-202.19 M REMOVAL OF SUBSTRUCTURES	1.00	L.S.				
095	NYC-210.480401 M REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 60,000.00	1.00	F.S.	60,000	00	60,000	00



2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
096	NYC-25564.514099 M PREFABRICATED SPAN UNITS	1.00	L.S.				
097	NYC-2755-1 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 1	57.00	METER				
098	NYC-2755-2 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 2	33.00	METER				
099	NYC-2755-3 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 3	120.00	METER				
100	NYC-2755-4 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 4	8.00	METER				
101	NYC-2755-5 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 5	19.00	METER				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

**BID SCHEDULE FORM**

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
102	NYC-2755-6 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 6	143.00	METER				
103	NYC-2755-7 M PROTECTIVE STAINLESS STEEL FENCE - TYPE 7	3.00	METER				
104	NYC-615.2408-1 M BOULDER PLACEMENT - OFFSITE SUPPLY - small	28.00	EACH				
105	NYC-615.2408-2 M BOULDER PLACEMENT - OFFSITE SUPPLY -medium	16.00	EACH				
106	NYC-615.2408-3 M BOULDER PLACEMENT - OFFSITE SUPPLY - large	7.00	EACH				
107	NYC-615.2408-4 M BOULDER PLACEMENT - OFFSITE SUPPLY - extra large	2.00	EACH				

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)

CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
108	NYC-634.99020017 M VIBRATION MONITORING (NONBLASTING)	6.00	MONTH				
109	NYC-637.13 M ENGINEER'S FIELD OFFICE	24.00	MONTH				
110	NYC-637.355120 M CPM SCHEDULING	1.00	L.S.				
111	NYC-697.20000082 M BRIDGE FLAG REPAIR PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 500,000.00	1.00	F.S.	500,000	00	500,000	00

2/10/2014 12:00 AM

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

PROJECT ID: HBPED100M  
(Re-Bid 1)  
CONTRACT PIN: 8502014HW0067C

## BID SCHEDULE FORM

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

SUB-TOTAL: \$

112	699.040001 M MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.		
-----	--	------	------	--	--

TOTAL BID PRICE: \$

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

(NO TEXT ON THIS PAGE)

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

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

**PROJECT ID: HBPED100M  
(Re-Bid 1)**

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

Name of Bidder: \_\_\_\_\_

Date of Bid Opening: \_\_\_\_\_

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

Place of Business of Bidder: \_\_\_\_\_

Bidder's Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Bidder's E-Mail Address: \_\_\_\_\_

Residence of Bidder (If Individual): \_\_\_\_\_

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

Names of Partners

Residence of Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Organized under the laws of the State of \_\_\_\_\_

Name and Home Address of President: \_\_\_\_\_

\_\_\_\_\_

Name and Home Address of Secretary: \_\_\_\_\_

\_\_\_\_\_

Name and Home Address of Treasurer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## BID FORM

---

The above-named Bidder affirms and declares:

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

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

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

## 6. Compliance Report

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

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

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

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

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

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

### **Section V: Vendor Certification and Required Affirmations:**

I hereby:

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



(NO TEXT ON THIS PAGE)

**BID FORM**

**PROJECT ID. HBPED100M**  
**(Re-Bid 1)**

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

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

**\$ \_\_\_\_\_**

**BIDDER'S SIGNATURE AND AFFIDAVIT**

**Bidder:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**(Signature of Partner or corporate officer)**

**Attest:**  
**(Corporate Seal)**

\_\_\_\_\_  
**Secretary of Corporate Bidder**

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

**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:  
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:  
I am a member of \_\_\_\_\_ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:  
I am the \_\_\_\_\_ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at \_\_\_\_\_  
I have knowledge of the several matters therein stated, and they are in all respects true.

\_\_\_\_\_  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

## AFFIRMATION

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

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

Full Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

-----

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

-----

☐ C - Corporation  
EMPLOYER IDENTIFICATION NUMBER

-----

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

BID BOND 2

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

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

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

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

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

(Seal)

\_\_\_\_\_(L.S.)  
Principal

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

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

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

\_\_\_\_\_  
Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES



(NO TEXT ON THIS PAGE)

## M/WBE PROGRAM

### M/WBE UTILIZATION PLAN

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

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

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

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

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

## NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

#### ARTICLE I. M/WBE PROGRAM

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

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

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

#### PART A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **PART B: MISCELLANEOUS**

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

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

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

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

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

## **ARTICLE II. ENFORCEMENT**

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

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

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

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

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



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

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

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

Tax ID #: \_\_\_\_\_

APT E-  
PIN #: \_\_\_\_\_

85014B0120

**SCHEDULE B – M/WBE Utilization Plan****Part I: M/WBE Participation Goals****Part I to be completed by contracting agency****Contract Overview**

APT E- Pin # 85014B0120 FMS Project ID#: HPED100M (Re-Bid 1)

Project Title/ Agency PIN # Reconstruction of Pedestrian Bridge at E. 81<sup>st</sup> St. over F.D.R. Drive / 8502014HW0067C

Bid/Proposal Response Date THURSDAY, MAY 1, 2014

Contracting Agency Department of Design and Construction

Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101

Contact Person Jessica Lavidès Title MWBE Liaison & Compliance Analyst

Telephone # (718) 391-1065 Email LavidèsJe@ddc.nyc.gov

**Project Description** (attach additional pages if necessary)

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

**M/WBE Participation Goals for Services**

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

**Prime Contract Industry: Construction**

Group	Percentage
<u>Unspecified</u>	<u>2 %</u>
or	
Black American	UNSPECIFIED
Hispanic American	UNSPECIFIED
Asian American	UNSPECIFIED
Women	UNSPECIFIED
<b>Total Participation Goals</b>	<b>2 %      Line 1</b>

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

Tax ID #: \_\_\_\_\_

APT E-  
PIN #: \_\_\_\_\_**SCHEDULE B - Part II: M/WBE Participation Plan**

Part II to be completed by the bidder/proposer.

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

**Section I: Prime Contractor Contact Information**

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

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

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

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

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

Tax ID #: \_\_\_\_\_

APT E-  
PIN #: \_\_\_\_\_

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

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

☐ MBE ☐ WBE

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

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

**Section IV: General Contract Information**

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

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

✓ Scopes of Subcontract Work

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

Tax ID #: \_\_\_\_\_

APT E-  
PIN #: \_\_\_\_\_

**Section V: Vendor Certification and Required Affirmations**

*I hereby:*

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

<b>Signature</b> _____	<b>Date</b> _____
<b>Print Name</b> _____	<b>Title</b> _____

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

## Contract Overview

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

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

\_\_\_\_\_ % Agency M/WBE Participation Goal

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

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

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

- ☐ Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- ☐ Vendor subcontracts some of this type of work but at a lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- ☐ Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

## References

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Shaded area below is for agency completion only

**AGENCY CHIEF CONTRACTING OFFICER APPROVAL**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY CHIEF PROCUREMENT OFFICER APPROVAL**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Waiver Determination**

Full Waiver Approved: ☐

Waiver Denied: ☐

Partial Waiver Approved: ☐

Revised Participation Goal: \_\_\_\_\_ %

## APPRENTICESHIP PROGRAM REQUIREMENTS

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

  √   YES                             NO

### (1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth one million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship programs have three years of current, successful experience in providing career opportunities.

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

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

### (2) Apprenticeship Program Questionnaire

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



**PROJECT ID: HBPED100M**  
**(Re-Bid 1)**

Name of Bidder: \_\_\_\_\_

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of Partner or Corporate Officer)

Date: \_\_\_\_\_

**SAFETY QUESTIONNAIRE**

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

**1. Bidder Information:**

Company Name: \_\_\_\_\_

DDC Project Number: \_\_\_\_\_

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

Company has previously worked for DDC \_\_\_\_\_ YES \_\_\_\_\_ NO

**2. Type(s) of Construction Work**

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

**3. Experience Modification Rate:**

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

Project ID. \_\_\_\_\_

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

YEAR	<u>INTRASTATE</u> RATE	<u>INTERSTATE</u> RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

#### 4. OSHA Information:

- \_\_\_\_ YES    \_\_\_\_ NO    Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
- \_\_\_\_ YES    \_\_\_\_ NO    Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

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

Project ID. \_\_\_\_\_

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

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

**5. Safety Performance on Previous DDC Project(s)**

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

DDC Project Number(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_ YES \_\_\_ NO Accident on previous DDC Project(s).

DDC Project Number(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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

DDC Project Number(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

(NO TEXT ON THIS PAGE)

## Pre-Award Process

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

\*\*\*\*\*

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.
- If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.
- Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.
- (2) **Schedule of Aged Accounts Receivable,** including portion due within ninety (90) days.

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

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

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

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

**A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER**

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

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



**B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER**

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

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

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

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

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

(NO TEXT ON THIS PAGE)

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

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

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_  
\_\_\_\_\_

Contracting Agency or Owner: \_\_\_\_\_

Project Number: \_\_\_\_\_

Proposed Contract Amount: \_\_\_\_\_

Description and Address of Proposed Contract: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

(NO TEXT ON THIS PAGE)

## VENDEX COMPLIANCE

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

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

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

Name of Bidder: \_\_\_\_\_  
Bidder's Address: \_\_\_\_\_  
Bidder's Telephone Number: \_\_\_\_\_  
Bidder's Fax Number: \_\_\_\_\_  
Date of Bid Opening: \_\_\_\_\_  
Project ID: \_\_\_\_\_

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

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

Date of Submission: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Print Name: \_\_\_\_\_

**(NO TEXT ON THIS PAGE)**

# Certificate of No Change Form

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

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

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

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

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

## Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

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

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

Signature date on change submission for the submitting vendor: \_\_\_\_\_



## Principal Questionnaire

*This section refers to the most recent principal questionnaire submissions.*



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

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

### Certification *This section is required.*

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

#### Certified By:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Submitting Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Notarized By:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County License Issued

\_\_\_\_\_  
License Number

Sworn to before me on: \_\_\_\_\_  
Date

# Certificate of No Change Form

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

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

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

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

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

## **Vendor Questionnaire** *This section is required.*

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

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

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

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

Signature date on change submission for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

*This section refers to the most recent principal questionnaire submissions.*



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

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

## Certification *This section is required.*

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

### Certified By:

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### Notarized By:

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*Date*

## **IRAN DIVESTMENT ACT COMPLIANCE RIDER**

### **FOR NEW YORK CITY CONTRACTORS**

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

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

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

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

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

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT**

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

*[Please Check One]*

**BIDDER'S CERTIFICATION**

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, New York  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Dated:

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

## **CONSTRUCTION**

## **EMPLOYMENT**

## **REPORT**

**(NO TEXT ON THIS PAGE)**

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

CONSTRUCTION EMPLOYMENT REPORT  
INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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



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

2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

**Certificate of Approval**

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

**Continued Approval Certificate**

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

**Conditional Certificate of Compliance**

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

**Determination of Nonperformance**

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

## HOW TO COMPLETE THE EMPLOYMENT REPORT

### Contents

**General Information**

**Part I: Contractor/Subcontractor Information**

**Part II: Employment Policies and Practices**

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

**Signature Page**

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

- Question 18: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
  - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
  - Include copies of all corrective actions and documentation of OFCCP's performance; and
  - Provide a copy of all stated OFCCP findings.
- Question 19: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

## **PART II: EMPLOYMENT POLICIES AND PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SIGNATURE PAGE**

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

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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

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

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

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

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

13. Number of employees in your company: \_\_\_\_\_

14. Contract information:

(a) \_\_\_\_\_  
Contracting Agency (City Agency)

(b) \_\_\_\_\_  
Contract Amount

(c) \_\_\_\_\_  
Procurement Identification Number (PIN)

(d) \_\_\_\_\_  
Contract Registration Number (CT#)

(e) \_\_\_\_\_  
Projected Commencement Date

(f) \_\_\_\_\_  
Projected Completion Date

(g) Description and location of proposed contract:  
\_\_\_\_\_  
\_\_\_\_\_

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: \_\_\_\_\_

Agency to which submitted: \_\_\_\_\_

Name of Agency Person: \_\_\_\_\_

Contract No: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

If yes,

(a) Name and address of OFCCP office.

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(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?  
Yes\_\_\_ No\_\_\_

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes\_\_\_ No\_\_\_

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

(d) Were any deficiencies found? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes\_\_\_ No\_\_\_

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

## PART II: DOCUMENTS REQUIRED

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes\_\_\_ No\_\_\_

If yes, is the medical examination given:

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

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

\_\_\_\_\_

\_\_\_\_\_

24. Do you have a written equal employment opportunity (EEO) policy? Yes\_\_\_ No\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

- \_\_\_ Minorities and Women
- \_\_\_ Individuals with handicaps
- \_\_\_ Other. Please specify \_\_\_\_\_

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes\_\_\_ No\_\_\_

If yes, please attach a copy of this policy.

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

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes\_\_\_ No\_\_\_

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

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes\_\_\_ No\_\_\_

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes\_\_\_ No\_\_\_

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

---

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes\_\_\_ No\_\_\_

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

---



## SIGNATURE PAGE

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

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of person who prepared this Employment Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of official authorized to sign on behalf of the contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of authorized official

\_\_\_\_\_  
Date

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

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

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

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

**Only original signatures accepted.**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

1. Do you plan to subcontract work on this contract? Yes ☐ No ☐

2. If yes, complete the chart below.

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

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

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

## **OWNERSHIP CODES**

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

# FORM B: PROJECTED WORKFORCE

## TRADE CLASSIFICATION CODES

- (J) Journeylevel Workers
- (H) Helper
- (A) Apprentice
- (TRN) Trainee
- (TOT) Total by Column

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

Trade:

### MALES

### FEMALES

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

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

J

H

A

TRN

TOT

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female  
(Col. #6 - 10):

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

# FORM B: PROJECTED WORKFORCE

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

## MALES

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

## FEMALES

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

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

# FORM C: CURRENT WORKFORCE

## TRADE CLASSIFICATION CODES

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

(A) Apprentice  
 (TRN) Trainee

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

Trade:

### MALES

### FEMALES

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

Total (Col. #1-10):

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

Total Female  
 (Col. #6 - 10):

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

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

# FORM C: CURRENT WORKFORCE

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

## MALES

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

## FEMALES

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

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

(NO TEXT ON THIS PAGE)

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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

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

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

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



13. Number of employees in your company: \_\_\_\_\_

14. Contract information:

(a) \_\_\_\_\_  
Contracting Agency (City Agency)

(b) \_\_\_\_\_  
Contract Amount

(c) \_\_\_\_\_  
Procurement Identification Number (PIN)

(d) \_\_\_\_\_  
Contract Registration Number (CT#)

(e) \_\_\_\_\_  
Projected Commencement Date

(f) \_\_\_\_\_  
Projected Completion Date

(g) Description and location of proposed contract:  
\_\_\_\_\_  
\_\_\_\_\_

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: \_\_\_\_\_

Agency to which submitted: \_\_\_\_\_

Name of Agency Person: \_\_\_\_\_

Contract No: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

If yes,

(a) Name and address of OFCCP office.

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(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?  
Yes\_\_\_ No\_\_\_

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes\_\_\_ No\_\_\_

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

(d) Were any deficiencies found? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes\_\_\_ No\_\_\_

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

## PART II: DOCUMENTS REQUIRED

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes\_\_\_ No\_\_\_

If yes, is the medical examination given:

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

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

\_\_\_\_\_

\_\_\_\_\_

24. Do you have a written equal employment opportunity (EEO) policy? Yes\_\_\_ No\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

- \_\_\_ Minorities and Women
- \_\_\_ Individuals with handicaps
- \_\_\_ Other. Please specify \_\_\_\_\_

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes\_\_\_ No\_\_\_

If yes, please attach a copy of this policy.

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

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes\_\_\_ No\_\_\_

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

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes\_\_\_ No\_\_\_

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes\_\_\_ No\_\_\_

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

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30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes\_\_\_ No\_\_\_

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

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## SIGNATURE PAGE

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

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of person who prepared this Employment Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of official authorized to sign on behalf of the contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of authorized official

\_\_\_\_\_  
Date

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

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

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

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

**Only original signatures accepted.**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

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

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

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

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

**OWNERSHIP CODES**

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

# **FORM B: PROJECTED WORKFORCE**

## **TRADE CLASSIFICATION CODES**

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

(A) Apprentice  
(TRN) Trainee

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

Trade:

### **MALES**

### **FEMALES**

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

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

Total (Col. #1-10):

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

Total Female  
(Col. #6 - 10):

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

# FORM B: PROJECTED WORKFORCE

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

## MALES

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

## FEMALES

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

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



# FORM C: CURRENT WORKFORCE

## TRADE CLASSIFICATION CODES

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

(A) Apprentice  
(TRN) Trainee

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

Trade:

### MALES

### FEMALES

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

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

Total (Col. #1-10):

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

Total Female  
(Col. #6 - 10):

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

# FORM C: CURRENT WORKFORCE

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

## MALES

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

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

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

(NO TEXT ON THIS PAGE)

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

Date \_\_\_\_\_

File Number \_\_\_\_\_

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

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

MBE Yes \_\_\_ No \_\_\_ WBE Yes \_\_\_ No \_\_\_ LBE Yes \_\_\_ No \_\_\_

DBE Yes \_\_\_ No \_\_\_ EBE Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_

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

\_\_\_ Minority Owned Business Enterprise

\_\_\_ Locally based Business Enterprise

\_\_\_ Women Owned Business Enterprise

\_\_\_ Emerging Business Enterprise

\_\_\_ Disadvantaged Business Enterprise

Company Name

Employer Identification Number or Federal Tax I.D.

Company Address and Zip Code

Contact Person (First Name, Last Name)

Telephone Number

Fax Number

E-mail Address

Description and location of proposed subcontract: \_\_\_\_\_

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

Are you a Veteran owned company? Yes \_\_\_ No \_\_\_

Procurement Identification Number (PIN)  
(City contracts only)

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

Block and Lot Number  
(ICIP projects only)

Contract Amount

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

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

Signature of authorized official \_\_\_\_\_

Date \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
**Only original signatures accepted.**

Notary Public \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

---

INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

---

VOLUME 1 OF 3

PROJECT ID: HBPED100M  
(Re-Bid 1)

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N. 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

---

*Contractor.*

---

Dated \_\_\_\_\_, 20\_\_\_\_

---



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

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

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HBPED100M  
(Re-Bid 1)**

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

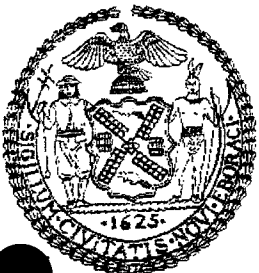
**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*WEIDLINGER ASSOCIATES INC.*

**FEBRUARY 07, 2014**



**4-081**

**4-081**



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

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

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:



FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*IN-HOUSE DESIGN*

**DECEMBER 24, 2013**



# NOTICE TO BIDDERS

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

Significant changes include the following:

## ARTICLE 11 DAMAGES CAUSED BY DELAYS

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

## ARTICLE 22 INSURANCE

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

**ARTICLE 26            EXTRA WORK**

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

**ARTICLE 37            LABOR LAW REQUIREMENTS**  
**ARTICLE 38            PAYROLL REPORTS**

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

**ARTICLE 70            ELECTRONIC FILING**

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

**Other significant changes include the following:**

**ARTICLE 7            INDEMNIFICATION**

Changes have been made to the indemnification provisions.

**ARTICLE 14            FINAL ACCEPTANCE OF WORK**  
**ARTICLE 44            SUBSTANTIAL COMPLETION PAYMENT**

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

**ARTICLE 15            LIQUIDATED DAMAGES**

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

**ARTICLE 17            SUBCONTRACTS**

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

**ARTICLE 19            SECURITY DEPOSIT**

The provisions governing the return of bid deposits are clarified.

**ARTICLE 20            PAYMENT GUARANTEE**

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

**ARTICLE 28            RECORDKEEPING FOR EXTRA OR DISPUTED WORK**

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

**ARTICLE 35            EMPLOYEES**

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

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

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

**ARTICLE 42            PARTIAL PAYMENTS**

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

**ARTICLE 62            TAX EXEMPTION**

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

(NO TEXT ON THIS PAGE)

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

**INFORMATION FOR BIDDERS**

**SEPTEMBER 2008**

(NO TEXT ON THIS PAGE)

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

*TABLE OF CONTENTS*

SECTION 1.	DESCRIPTION AND LOCATION OF WORK	1
SECTION 2.	TIME AND PLACE FOR RECEIPT OF BIDS	1
SECTION 3.	DEFINITIONS	1
SECTION 4.	INVITATION FOR BIDS AND CONTRACT DOCUMENTS	1
SECTION 5.	PRE-BID CONFERENCE	2
SECTION 6.	AGENCY CONTACT	2
SECTION 7.	BIDDER'S OATH	2
SECTION 8.	EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED CONDITIONS	2
SECTION 9.	EXAMINATION OF PROPOSED CONTRACT	3
SECTION 10.	FORM OF BID	3
SECTION 11.	IRREVOCABILITY OF BID	3
SECTION 12.	ACKNOWLEDGMENT OF AMENDMENTS	4
SECTION 13.	BID SAMPLES AND DESCRIPTIVE LITERATURE	4
SECTION 14.	PROPRIETARY INFORMATION/TRADE SECRETS	4
SECTION 15.	PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS	4
SECTION 16.	BID EVALUATION AND AWARD	4
SECTION 17.	LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS	5
SECTION 18.	WITHDRAWAL OF BIDS.	5
SECTION 19.	MISTAKE IN BIDS	5
SECTION 20.	LOW TIE BIDS	6
SECTION 21.	REJECTION OF BIDS	6
SECTION 22.	RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD	7
SECTION 23.	AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY	7
SECTION 24.	VENDEX QUESTIONNAIRES	7
SECTION 25.	COMPLAINTS ABOUT THE BID PROCESS	8
SECTION 26.	BID, PERFORMANCE AND PAYMENT SECURITY	8
SECTION 27.	FAILURE TO EXECUTE CONTRACT	9
SECTION 28.	BIDDER RESPONSIBILITIES AND QUALIFICATIONS	9
SECTION 29.	EMPLOYMENT REPORT	10
SECTION 30.	LABOR LAW REQUIREMENTS	10
SECTION 31.	INSURANCE	10
SECTION 32.	LUMP SUM CONTRACTS	11
SECTION 33.	UNIT PRICE CONTRACTS	11
SECTION 34.	EXCISE TAX	11
SECTION 35.	LICENSES AND PERMITS	11
SECTION 36.	MULTIPLE PRIME CONTRACTORS	11
SECTION 37.	LOCALLY BASED ENTERPRISE REQUIREMENTS (LBE)	12
SECTION 38.	BID SUBMISSION REQUIREMENTS	13
SECTION 39.	COMPTROLLER'S CERTIFICATE	14
SECTION 40.	PROCUREMENT POLICY BOARD RULES	14
SECTION 41.	DDC SAFETY REQUIREMENTS	14

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## INFORMATION FOR BIDDERS

### 1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

### 2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

### 3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

### 4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

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

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

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

(A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

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

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond, or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake

therein is strictly prohibited.

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

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

- (1) Award to a certified New York City small, minority or woman-owned business entity bidder;
- (2) Award to a New York City bidder;
- (3) Award to a certified New York State small, minority or woman-owned business bidder;
- (4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The bidder may also obtain Vendex forms and instructions by contacting the

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

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



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

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

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/c570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

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

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

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

29. Employment Report

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

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

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

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

- (1) the percentage, dollar amount and type of work to be subcontracted; and
- (2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
- (c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
  - (i) The names, address and telephone numbers of LBE firms that are contacted;
  - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
  - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
  - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

### 38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

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

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

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

**FAILURE TO SUBMIT ITEMS (4) THROUGH (9)  
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**SAFETY REQUIREMENTS**

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**THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:**

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

## I. POLICY ON SITE SAFETY

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

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

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

## II. PURPOSE

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

## III. DEFINITIONS

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

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

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



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

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

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

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

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

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

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

**Qualified Person:** As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

**Resident Engineer (RE) / Construction Project Manager (CPM):** Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a CM, retained by DDC.)

**Safety Program:** Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

**Site Safety Plan:** A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

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

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

#### **IV. RESPONSIBILITIES**

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

##### **A. Resident Engineer / Construction Project Manager / Construction Manager**

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

##### **B. Contractors**

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

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

- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

#### V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety and environmental performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing their workers' compensation experience modification rating and OSHA Incidence Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested update within 30 days.

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

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

## VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **VIII. EVALUATION DURING WORK IN PROGRESS**

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

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

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

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

**IX. SAFETY PERFORMANCE EVALUATION**

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

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**CITY OF NEW YORK**  
**STANDARD CONSTRUCTION CONTRACT**

**DECEMBER 2013**

**(NO TEXT ON THIS PAGE)**

**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

**TABLE OF CONTENTS**

**CHAPTER I  
THE CONTRACT AND DEFINITIONS**

<b>ARTICLE 1.</b>	<b>THE CONTRACT</b>	<b>1</b>
<b>ARTICLE 2.</b>	<b>DEFINITIONS</b>	<b>1</b>

**CHAPTER II  
THE WORK AND ITS PERFORMANCE**

<b>ARTICLE 3.</b>	<b>CHARACTER OF THE WORK</b>	<b>4</b>
<b>ARTICLE 4.</b>	<b>MEANS AND METHODS OF CONSTRUCTION</b>	<b>4</b>
<b>ARTICLE 5.</b>	<b>COMPLIANCE WITH LAWS</b>	<b>4</b>
<b>ARTICLE 6.</b>	<b>INSPECTION</b>	<b>9</b>
<b>ARTICLE 7.</b>	<b>PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION</b>	<b>10</b>

**CHAPTER III  
TIME PROVISIONS**

<b>ARTICLE 8.</b>	<b>COMMENCEMENT AND PROTECTION OF THE WORK</b>	<b>11</b>
<b>ARTICLE 9.</b>	<b>PROGRESS SCHEDULES</b>	<b>11</b>
<b>ARTICLE 10.</b>	<b>REQUESTS FOR INFORMATION OR APPROVAL</b>	<b>12</b>
<b>ARTICLE 11.</b>	<b>NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY</b>	<b>12</b>
<b>ARTICLE 12.</b>	<b>COORDINATION WITH OTHER CONTRACTORS</b>	<b>13</b>
<b>ARTICLE 13.</b>	<b>EXTENSION OF TIME FOR PERFORMANCE</b>	<b>14</b>
<b>ARTICLE 14.</b>	<b>COMPLETION AND FINAL ACCEPTANCE OF THE WORK</b>	<b>16</b>
<b>ARTICLE 15.</b>	<b>LIQUIDATED DAMAGES</b>	<b>17</b>
<b>ARTICLE 16.</b>	<b>OCCUPATION OR USE PRIOR TO COMPLETION</b>	<b>18</b>

**CHAPTER IV  
SUBCONTRACTS AND ASSIGNMENTS**

<b>ARTICLE 17.</b>	<b>SUBCONTRACTS</b>	<b>18</b>
<b>ARTICLE 18.</b>	<b>ASSIGNMENTS</b>	<b>20</b>

**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

**TABLE OF CONTENTS**

**CHAPTER V**

**CONTRACTOR'S SECURITY AND GUARANTY**

ARTICLE 19.	SECURITY DEPOSIT	20
ARTICLE 20.	PAYMENT GUARANTEE	20
ARTICLE 21.	RETAINED PERCENTAGE	22
ARTICLE 22.	INSURANCE	23
ARTICLE 23.	MONEY RETAINED AGAINST CLAIMS	28
ARTICLE 24.	MAINTENANCE AND GUARANTY	28

**CHAPTER VI**

**CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM**

ARTICLE 25.	CHANGES	29
ARTICLE 26.	METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	30
ARTICLE 27.	RESOLUTION OF DISPUTES	32
ARTICLE 28.	RECORD KEEPING FOR EXTRA OR DISPUTED WORK	36
ARTICLE 29.	OMITTED WORK	36
ARTICLE 30.	NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	37

**CHAPTER VII**

**POWERS OF THE RESIDENT ENGINEER, THE ENGINEER  
OR ARCHITECT AND THE COMMISSIONER**

ARTICLE 31.	THE RESIDENT ENGINEER	38
ARTICLE 32.	THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	38
ARTICLE 33.	THE COMMISSIONER	39
ARTICLE 34.	NO ESTOPPEL	39

**CHAPTER VIII**

**LABOR PROVISIONS**

ARTICLE 35.	EMPLOYEES	39
ARTICLE 36.	NO DISCRIMINATION	40
ARTICLE 37.	LABOR LAW REQUIREMENTS	42
ARTICLE 38.	PAYROLL REPORTS	47
ARTICLE 39.	DUST HAZARDS	47

**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

**TABLE OF CONTENTS**

**CHAPTER IX  
PARTIAL AND FINAL PAYMENTS**

<b>ARTICLE 40.</b>	<b>CONTRACT PRICE</b>	<b>47</b>
<b>ARTICLE 41.</b>	<b>BID BREAKDOWN ON LUMP SUM</b>	<b>47</b>
<b>ARTICLE 42.</b>	<b>PARTIAL PAYMENTS</b>	<b>48</b>
<b>ARTICLE 43.</b>	<b>PROMPT PAYMENT</b>	<b>48</b>
<b>ARTICLE 44.</b>	<b>SUBSTANTIAL COMPLETION PAYMENT</b>	<b>49</b>
<b>ARTICLE 45.</b>	<b>FINAL PAYMENT</b>	<b>50</b>
<b>ARTICLE 46.</b>	<b>ACCEPTANCE OF FINAL PAYMENT</b>	<b>51</b>
<b>ARTICLE 47.</b>	<b>APPROVAL BY PUBLIC DESIGN COMMISSION</b>	<b>51</b>

**CHAPTER X  
CONTRACTOR'S DEFAULT**

<b>ARTICLE 48.</b>	<b>COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT</b>	<b>52</b>
<b>ARTICLE 49.</b>	<b>EXERCISE OF THE RIGHT TO DECLARE DEFAULT</b>	<b>53</b>
<b>ARTICLE 50.</b>	<b>QUITTING THE SITE</b>	<b>53</b>
<b>ARTICLE 51.</b>	<b>COMPLETION OF THE WORK</b>	<b>53</b>
<b>ARTICLE 52.</b>	<b>PARTIAL DEFAULT</b>	<b>53</b>
<b>ARTICLE 53.</b>	<b>PERFORMANCE OF UNCOMPLETED WORK</b>	<b>54</b>
<b>ARTICLE 54.</b>	<b>OTHER REMEDIES</b>	<b>54</b>

**CHAPTER XI  
MISCELLANEOUS PROVISIONS**

<b>ARTICLE 55.</b>	<b>CONTRACTOR'S WARRANTIES</b>	<b>54</b>
<b>ARTICLE 56.</b>	<b>CLAIMS AND ACTIONS THEREON</b>	<b>55</b>
<b>ARTICLE 57.</b>	<b>INFRINGEMENT</b>	<b>55</b>
<b>ARTICLE 58.</b>	<b>NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES</b>	<b>55</b>
<b>ARTICLE 59.</b>	<b>SERVICES OF NOTICES</b>	<b>55</b>
<b>ARTICLE 60.</b>	<b>UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT</b>	<b>56</b>
<b>ARTICLE 61.</b>	<b>ALL LEGAL PROVISIONS DEEMED INCLUDED</b>	<b>56</b>
<b>ARTICLE 62.</b>	<b>TAX EXEMPTION</b>	<b>56</b>
<b>ARTICLE 63.</b>	<b>INVESTIGATION(S) CLAUSE</b>	<b>57</b>
<b>ARTICLE 64.</b>	<b>TERMINATION BY THE CITY</b>	<b>59</b>
<b>ARTICLE 65.</b>	<b>CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE</b>	<b>62</b>

**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

**TABLE OF CONTENTS**

**CHAPTER XI (CONT'D)  
MISCELLANEOUS PROVISIONS**

<b>ARTICLE 66.</b>	<b>PARTICIPATION IN AN INTERNATIONAL BOYCOTT</b>	<b>74</b>
<b>ARTICLE 67.</b>	<b>LOCALLY BASED ENTERPRISE PROGRAM</b>	<b>74</b>
<b>ARTICLE 68.</b>	<b>ANTITRUST</b>	<b>75</b>
<b>ARTICLE 69.</b>	<b>MACBRIDE PRINCIPLES PROVISIONS</b>	<b>75</b>
<b>ARTICLE 70</b>	<b>ELECTRONIC FILING/NYC DEVELOPMENT HUB</b>	<b>77</b>
<b>ARTICLE 71.</b>	<b>PROHIBITION OF TROPICAL HARDWOODS</b>	<b>77</b>
<b>ARTICLE 72.</b>	<b>CONFLICTS OF INTEREST</b>	<b>78</b>
<b>ARTICLE 73.</b>	<b>MERGER CLAUSE</b>	<b>78</b>
<b>ARTICLE 74.</b>	<b>STATEMENT OF WORK</b>	<b>78</b>
<b>ARTICLE 75.</b>	<b>COMPENSATION TO BE PAID TO CONTRACTOR</b>	<b>78</b>
<b>ARTICLE 76:</b>	<b>ELECTRONIC FUNDS TRANSFER</b>	<b>78</b>
<b>ARTICLE 77:</b>	<b>RECORDS RETENTION</b>	<b>79</b>
<b>ARTICLE 78:</b>	<b>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</b>	<b>79</b>

<b>SIGNATURES</b>	<b>87</b>
<b>ACKNOWLEDGMENT BY CORPORATION</b>	<b>88</b>
<b>ACKNOWLEDGMENT BY PARTNERSHIP</b>	<b>88</b>
<b>ACKNOWLEDGMENT BY INDIVIDUAL</b>	<b>88</b>
<b>ACKNOWLEDGMENT BY COMMISSIONER</b>	<b>88</b>
<b>AUTHORITY</b>	<b>89</b>
<b>COMPTROLLER'S CERTIFICATE</b>	<b>90</b>
<b>MAYOR'S CERTIFICATE</b>	<b>91</b>
<b>PERFORMANCE BOND #1</b>	<b>92</b>
<b>PERFORMANCE BOND #2</b>	<b>96</b>
<b>PAYMENT BOND</b>	<b>100</b>

**WITNESSETH:**

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

**CHAPTER I  
THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

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

**ARTICLE 2. DEFINITIONS**

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

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

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

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

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, e.g., lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **"City"** shall mean the City of New York.

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.



2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law" or "Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23 **"Notice to Proceed" or "Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

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

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

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

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

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

## **CHAPTER II THE WORK AND ITS PERFORMANCE**

### **ARTICLE 3. CHARACTER OF THE WORK**

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

### **ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION**

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

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

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

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

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

## **ARTICLE 5. COMPLIANCE WITH LAWS**

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

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

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

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

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

#### 5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

#### 5.4.3 Best Available Technology

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

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

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

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

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

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

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

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

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

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

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

#### 5.4.5 Compliance

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

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

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

#### 5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

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

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

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

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

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

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

## **ARTICLE 6. INSPECTION**

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

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

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.



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

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

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

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

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

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

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

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller, the Commissioner** and the **City Corporation Counsel**. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City Corporation Counsel** shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

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

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

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

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

### **CHAPTER III TIME PROVISIONS**

#### **ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK**

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

#### **ARTICLE 9. PROGRESS SCHEDULES**

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

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

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

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

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

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

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

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

#### **ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL**

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

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

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

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

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. On failure of the **Contractor** to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the **Commissioner** shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages provided, however, that the amount of compensation due to the **Contractor** will not be determined until the **Commissioner** determines that the **Work** is delayed after the date set for substantial completion.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

#### 11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the **Project** schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.

11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** by a date earlier than the date of **Substantial Completion** provided for in Schedule A unless there is a provision in the **Contract** providing for additional compensation for early completion. No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the work is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 **Non-Compensable Delays.** The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

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

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or generally recognized as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods** of

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

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

#### 11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the **City** listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

#### 11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended **Site** overhead; and

11.7.1.7 Extended home office overhead.

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

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

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

11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Determinations under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the **Engineering Audit Officer**, and may be post-audited by the **Comptroller** and/or the **Agency**.

## **ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS**

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

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

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

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

12.4 The **Contractor** shall indemnify and hold the City harmless from any and all claims or judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and Law relating to any claim would preclude the City from being completely indemnified by the **Contractor**, the City shall be partially indemnified by the **Contractor** to the fullest extent provided by Law.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the City for the performance of work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the City for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the City for the performance of work upon the Site sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the City shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the City harmless from all such claims. Insofar as the facts and Law relating to any claim would preclude the City from being completely indemnified by the **Contractor**, the City shall be partially indemnified by the **Contractor** to the fullest extent provided by Law.

12.6 The City's right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by Contract or by Law.

### **ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE**

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the PPB Rules.

13.2 Any extension of time may be granted only by the ACCO or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the Work caused solely:

13.3.1 By the acts or omissions of the City, its officials, agents or employees; or



13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

#### 13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

### 13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

#### **ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer** within ten (10) **Days** of the **Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer** shall establish dates for the completion of each item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer** shall be deemed accepted. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the Work by the Engineer for the purpose of Substantial Completion or Final Acceptance shall be made within ten (10) Days after receipt of the Contractor's written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of Substantial Completion or Final Acceptance, the Engineer determines that there are items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection. If upon re-inspection, the Engineer determines that the Work is substantially complete or finally accepted, the date of such re-inspection shall be the date of Substantial Completion or Final Acceptance. Re-inspection by the Engineer shall be made within ten (10) Days after receipt of the Contractor's written request therefor.

14.7 Initiation of Inspection by the Engineer: If the Contractor does not request inspection or re-inspection of the Work for the purpose of Substantial Completion or Final Acceptance, the Engineer may initiate such inspection or re-inspection.

#### **ARTICLE 15. LIQUIDATED DAMAGES**

15.1 In the event the Contractor fails to substantially complete the Work within the time fixed for such Substantial Completion in Schedule A of the General Conditions, plus authorized time extensions, or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the sum fixed in Schedule A of the General Conditions, for each and every Day that the time consumed in substantially completing the Work exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the Substantial Completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the Contractor whether or not the Contractor is defaulted pursuant to Chapter X of this Contract. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Contract or by Law.

15.3 The Commissioner may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

#### **ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION**

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

16.1.1 the Engineer shall issue a written determination of Substantial Completion with respect to such part of the Work;

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

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

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

## CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

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

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

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

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

<sup>1</sup> 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](http://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](mailto:pip@fisa.nyc.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 18. ASSIGNMENTS**

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

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

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

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

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

**CHAPTER V**  
**CONTRACTOR'S SECURITY AND GUARANTEE**

**ARTICLE 19. SECURITY DEPOSIT**

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

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

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

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

19.3.2 To indemnify the City against any and all claims.

**ARTICLE 20. PAYMENT GUARANTEE**

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

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

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

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

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



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

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

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

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

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

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

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

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

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

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

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

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

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

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

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

20.7 Nothing in this Article 20 shall relieve the Contractor of the obligation to pay the claims of all persons with valid and lawful claims against the Contractor relating to the Work.

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

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the Contractor or its Subcontractors in the prosecution of the Work under this Contract all of the rights and remedies afforded to such persons by such section, including but not limited to, the right

to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

## **ARTICLE 21. RETAINED PERCENTAGE**

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

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

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

## **ARTICLE 22. INSURANCE**

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

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

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

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

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at [http://www.nyc.gov/html/dob/downloads/rules/1\\_RCNY\\_101-08.pdf](http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf), the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

#### 22.1.7 Marine Insurance:

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

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Pollution Liability Insurance covering itself (or the **Subcontractor** doing such **Work**) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

## 22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

### 22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

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

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

### 22.4 Operations of the Contractor:

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

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

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

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

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

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

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

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

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



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

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

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or Law.

### **ARTICLE 23. MONEY RETAINED AGAINST CLAIMS**

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller**

shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

#### **ARTICLE 24. MAINTENANCE AND GUARANTY**

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

**CHAPTER VI**  
**CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM**

**ARTICLE 25. CHANGES**

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

**ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK**

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the

item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

**26.2 Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the Site); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor-owned** (or **Subcontractor-owned**, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor-owned** (or **Subcontractor-owned**, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor-owned** (or **Subcontractor-owned**, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the Site, if any, provided that, in the case of non-**Contractor-owned** (or non-**Subcontractor-owned**, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article

25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

## **ARTICLE 27. RESOLUTION OF DISPUTES**

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

### **27.4 Presentation of Disputes to Commissioner.**

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 **Response.** Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the

**Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

**27.5.3 Comptroller Investigation.** The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

**27.5.4 Opportunity of Comptroller to Compromise or Adjust Claim.** The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

**27.6 Contract Dispute Resolution Board.** There shall be a Contract Dispute Resolution Board composed of:

**27.6.1** The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

**27.6.2** The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

**27.6.3** A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

**27.7 Petition to the Contract Dispute Resolution Board.** In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

**27.7.1 Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall



include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the City Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the City Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

**27.7.2 Agency Response.** Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

**27.7.3 Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

**27.7.4 Contract Dispute Resolution Board Determination.** Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

**27.7.5 Notification of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the City Corporation Counsel, the **CCPO**, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB Rules**. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

**27.7.6 Finality of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution

Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

**27.8** Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

**ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS**

**28.1** While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:

**28.1.1** The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and

**28.1.2** The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

**28.2** A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) Days after submission.

**28.3** The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

**28.4** In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with

respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

#### **ARTICLE 29. OMITTED WORK**

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

#### **ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS**

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner or Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner or Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner or Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner or Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner or Comptroller**, or upon the **Commissioner's or Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the **Contract Dispute Resolution Board**, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

## **CHAPTER VII**

### **POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER**

#### **ARTICLE 31. THE RESIDENT ENGINEER**

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

## **ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

32.1 The **Engineer or Architect or Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer or Architect or Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer or Architect or Project Manager** is expressly called for herein.

32.3 The **Engineer or Architect or Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

## **ARTICLE 33. THE COMMISSIONER**

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

#### **ARTICLE 34. NO ESTOPPEL**

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

### **CHAPTER VIII LABOR PROVISIONS**

#### **ARTICLE 35. EMPLOYEES**

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program

registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller of the City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

### **ARTICLE 36. NO DISCRIMINATION**

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.



36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the DLS may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by Law or **Contract**.

### **ARTICLE 37. LABOR LAW REQUIREMENTS**

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "**Commissioner of Labor**") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such **Commissioner of Labor** shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the **Commissioner of Labor** shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 will be forwarded to the City's five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the Contractor is a non-responsible bidder on subsequent procurements with the City and thus a rejection of a future award of a contract with the City, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of

Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

#### **ARTICLE 38. PAYROLL REPORTS**

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

### **ARTICLE 39. DUST HAZARDS**

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

## **CHAPTER IX PARTIAL AND FINAL PAYMENTS**

### **ARTICLE 40. CONTRACT PRICE**

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

### **ARTICLE 41. BID BREAKDOWN ON LUMP SUM**

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

### **ARTICLE 42. PARTIAL PAYMENTS**

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.



42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

#### **ARTICLE 43. PROMPT PAYMENT**

43.1 The Prompt Payment provisions of the **PPB Rules** in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB Rules**.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB Rules**.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

#### **ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT**

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A Final Approved Punch List.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

#### **ARTICLE 45. FINAL PAYMENT**

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

#### **ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT**

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any

claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

#### **ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION**

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

### **CHAPTER X CONTRACTOR'S DEFAULT**

#### **ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT**

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or  
if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

#### **ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT**

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

#### **ARTICLE 50. QUITTING THE SITE**

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

#### **ARTICLE 51. COMPLETION OF THE WORK**

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

#### **ARTICLE 52. PARTIAL DEFAULT**

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other**

**Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

#### **ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK**

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

#### **ARTICLE 54. OTHER REMEDIES**

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

**CHAPTER XI  
MISCELLANEOUS PROVISIONS**

**ARTICLE 55. CONTRACTOR'S WARRANTIES**

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

**ARTICLE 56. CLAIMS AND ACTIONS THEREON**

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

**ARTICLE 57. INFRINGEMENT**

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.



## **ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES**

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

## **ARTICLE 59. SERVICE OF NOTICES**

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage 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](http://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 4.

## ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: Eleven million eight hundred sixty two thousand five hundred forty eight dollars Dollars, (\$ 11,862,548.00 ), this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract. hundred sixty two thousand five hundred forty eight dollars

## 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 CITY OF NEW YORK

which the Agency may waive the requirements of this Article 76 for payment in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

#### **ARTICLE 77. RECORDS RETENTION**

77.1 The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of this Contract, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

#### **ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT**

##### **NOTICE TO ALL PROSPECTIVE CONTRACTORS**

#### **ARTICLE I. M/WBE PROGRAM**

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

#### **PART A**

#### **PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE Utilization Plan** has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE Utilization Plan**, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE Utilization Plan** in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE Utilization Plan** has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its **M/WBE Utilization Plan**.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at [poped@ddc.nyc.gov](mailto:poped@ddc.nyc.gov) or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.



(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. **Modification of M/WBE Utilization Plan.** (a) A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE Utilization Plan** if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to **DSBS**;
- (viii) Description of how recommendations made by **DSBS** and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's **M/WBE officer** shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE Utilization Plan** and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

#### **PART B: MISCELLANEOUS**

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE Utilization Plan**, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE Utilization Plan**.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

#### **ARTICLE II. ENFORCEMENT**

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE Utilization Plan**, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE Utilization Plan**, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the **M/WBE Program**, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an **M/WBE Utilization Plan** has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE Utilization Plan** or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.


5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

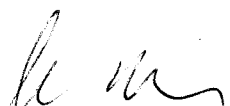
By:   
Deputy Commissioner

CONTRACTOR: Primer Construction Corp.

By:   
(Member of Firm or Officer of Corporation)

Title: 

(Where Contractor is a Corporation, add):  
Attest:

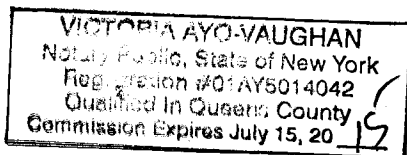
  
Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 5<sup>th</sup> day of Aug, 2014, before me personally came GERALD SIMPK  
to me known who, being by me duly sworn did depose and say that he resides at BROOKLYN, NY  
that he is the PRESIDENT  
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of  
the directors of said corporation, and that he signed his name thereto by like order.



[Signature]  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, and known to me to be one of the members of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument; and he  
acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, and known to me to be the person described in and who executed the foregoing instrument;  
and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 7<sup>th</sup> day of August 2014, before me personally came Eric Macfarlane  
to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of  
The City of New York, the person described as such in and who as such executed the foregoing instrument  
and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein  
mentioned.

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified In Queens County  
Commission Expires July 15, 2015

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX  
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED  
DATED

APPROPRIATION  
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

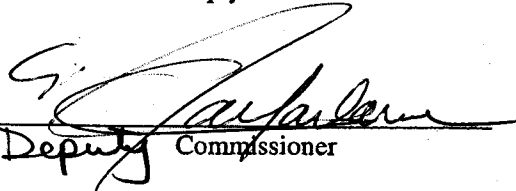
*Eleven million eight hundred sixty  
two thousand five hundred forty  
eight dollars*

Dollars (\$ 11,862,548.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

  
Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York \_\_\_\_\_

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ \_\_\_\_\_

\_\_\_\_\_  
Comptroller



**MAYOR'S CERTIFICATE OR  
CERTIFICATE OF THE DIRECTOR  
OF THE BUDGET**

**Performance Bond #1 (Pages 92 to 95):** Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

**PERFORMANCE BOND #1**

**KNOW ALL PERSONS BY THESE PRESENTS,;**

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"  
and, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal is about to enter, or has entered, into a Contract in writing with the City for

\_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #2 (Pages 96 to 99):** Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2**

**KNOW ALL PERSONS BY THESE PRESENTS;**

That we, \_\_\_\_\_

Primer Construction Corp.

180 Maspeth Avenue, Brooklyn, NY 11211

hereinafter referred to as the "Principal,"  
and, U.S. Specialty Insurance Company

20 West Aylesbury Road, Timonium, MD 21094

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 \_\_\_\_\_

Eleven Million Eight Hundred Sixty Two Thousand Five Hundred Forty Eight Dollars & 00/100

(\$ 11,862,548.00 \_\_\_\_\_) 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 Reconstruction of Pedestrian Bridge at East 81st Street over F.D.R. Drive-Boro of Manhattan, NY

FMS ID: HBPED100M-R; E-PIN: 85014B0120001 & DDC PIN: 8502014HW0067C

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.**

**PERFORMANCE BOND #2 (Page 2)**

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

**Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.**

**PERFORMANCE BOND #2 (Page 3)**

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

(Seal) \_\_\_\_\_ 29 \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_ 20 \_\_\_\_\_ 14 \_\_\_\_\_

Primer Construction Corp. \_\_\_\_\_ (L.S.)  
Principal

(Seal)

By: \_\_\_\_\_  
Secretary

(Seal)

By: \_\_\_\_\_  
U.S. Specialty Insurance Company  
Rosanne Callahan, Surety Attorney in Fact

(Seal)

By: \_\_\_\_\_  
Surety

(Seal)

By: \_\_\_\_\_  
Surety

(Seal)

By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

1997-1998

**Performance Bond #2 (Pages 96 to 99):** Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of New York County of Kings ss:  
On this 4 day of August, 2014 before me personally  
came Gerald Primer  
to me known, who, being by me duly sworn did depose and say that he resides  
at 180 Maspeth Ave  
Brooklyn NY 11211; that he/she is the President  
of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the  
foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Jessica A Viola  
Notary Public or Commissioner of Deeds.

JESSICA AMANDA VIOLA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01VI6292241

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

Qualified in Queens County

My Commission Expires November 04, 2017

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally  
came \_\_\_\_\_  
to me known, who, being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is \_\_\_\_\_ partner of  
\_\_\_\_\_, a limited/general partnership existing under the laws of the State of  
\_\_\_\_\_, the partnership described in and which executed the foregoing instrument;  
and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of  
said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally  
came \_\_\_\_\_  
to me known, who, being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_

\_\_\_\_\_, and that he/she is the individual whose name is  
subscribed to the within instrument and acknowledged to me that by his/her signature on the  
instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate  
duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other  
representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power  
of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest  
published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK  
DDC

## ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }  
COUNTY OF NASSAU } <sup>ss:</sup>

On July 29, 2014 before me personally came Rosanne Callahan to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of U.S. Specialty Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



---

**Notary Public**  
Peter Henry  
Notary Public State of NY  
No. 01HE4784829  
Qualified in Nassau County  
Commission Expires January 31, 2018



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Fern Perry, Robert Finnell, Peter Henry, Rosanne Callahan, Janice R. Fiscina,

Jennifer L. Johnston-Ogeka, Deborah L. Severin

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\* )

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



  
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.


In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_

JUL 29 2014

Corporate Seals

Bond No. 1001003215  
Agency No. 12135



  
Jeannie Lee, Assistant Secretary

**U.S. SPECIALTY INSURANCE COMPANY**  
**STATUTORY STATEMENT OF ADMITTED ASSETS,**  
**LIABILITIES, CAPITAL AND SURPLUS (1)**  
**December 31, 2013**

**Admitted Assets**

Investments:  
 Fixed Maturities, at amortized cost  
 Common stocks  
 Cash and short term investments  
 Receivable for securities  
Total cash and invested assets:

1,610,979,131  
 153,621,416  
 6,072,697  
 19,379  
1,770,692,623

Accrued interest income  
 Premium receivable  
 Recoverable from reinsurers  
 Net deferred tax asset  
 Furniture and equipment  
 Receivable from parent, subsidiaries and affiliates

17,944,263  
 79,891,095  
 13,093,456  
 38,476,641  
 576,851  
 7,914,554

Total admitted assets

157,896,860  
1,928,589,483

**Liabilities and Capital and Surplus**

Liabilities:

Unpaid loss and loss adjustment expense  
 Commission payable  
 Accrued expenses  
 Taxes, licenses, and fees  
 Federal income tax  
 Unearned premiums  
 Advance premium  
 Dividends to policyholders  
 Ceded reinsurance balance payable  
 Funds held under reinsurance treaties  
 Amounts withheld or retained for others  
 Provision for reinsurance  
 Payable to parent, subsidiaries and affiliates  
 Payable for securities

974,999,583  
 10,962,910  
 4,449,770  
 2,723,093  
 2,802,073  
 266,077,282  
 11,473,367  
 157,480  
 57,928,358  
 12,956,012  
 64,945  
 141,342  
 2,592,504  
 952,845  
1,348,281,564

Total liabilities

Capital and Surplus:

Capital Stock  
 Additional paid-in and contributed capital  
 Unassigned surplus

4,200,000  
 187,586,442  
 388,521,477  
580,307,919

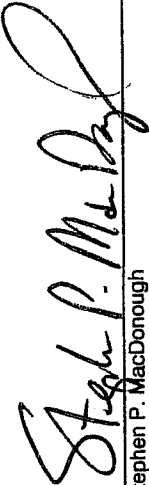
Total liabilities and capital and surplus

1,928,589,483

(1) - In accordance with the statutory financial statements as filed on March 1, 2014.

I, Stephen P. MacDonough, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2013, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

  
 Stephen P. MacDonough  
 Chief Financial Officer

**Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.**

Bond# 1001003215

PAYMENT BOND (Page 1)

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_  
Primer Construction Corp.

180 Maspeth Avenue, Brooklyn, NY 11211

hereinafter referred to as the "Principal", and \_\_\_\_\_

U.S. Specialty Insurance Company

20 West Aylesbury Road, Timonium, MD 21094

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  
Eleven Million Eight Hundred Sixty Two Thousand Five Hundred Forty Eight Dollars & 00/100

(\$11,862,548.00) 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  
Reconstruction of Pedestrian Bridge at East 81st Street over F.D.R. Drive

Boro of Manhattan, NY, FMS ID: HBPED100M-R; E-PIN: 85014B0120001 &

DDC PIN:8502014HW0067C

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

**Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.**

**PAYMENT BOND (Page 2)**

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 100 to 103):** Use for any contract for which a Payment Bond is required.

**PAYMENT BOND (Page 3)**

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 29 day of July, 2014.

(Seal)

Primer Construction Corp. (L.S.)  
Principal

**By:**

(Seal)

**U.S. Specialty Insurance Company**  
**Surety**

BY:

Rosanne Callahan, Attorney in Fact

(Seal)

## Surety

By:

(Seal)

## Surety

By:

(Seal)

### Surety

By

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of New York County of Kings ss:

On this 4 day of August, 2014, before me personally came Gerald Primer to me known, who, being by me duly sworn did depose and say that he resides at 180 Maspeth Ave Brooklyn NY 11211 that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Jessica A Viola  
Notary Public or Commissioner of Deeds

JESSICA AMANDA VIOLA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01VI6292241  
Qualified in Queens County  
My Commission Expires November 04, 2017

**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.

CITY OF NEW YORK  
DDC

103

STANDARD CONSTRUCTION CONTRACT  
December 2013

## ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }  
COUNTY OF NASSAU } <sup>ss:</sup>

On July 29, 2014 before me personally came Rosanne Callahan to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of U.S. Specialty Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



---

**Notary Public**  
Peter Henry  
Notary Public State of NY  
No. 01HE4784829  
Qualified in Nassau County  
Commission Expires January 31, 2018



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Fern Perry, Robert Finnell, Peter Henry, Rosanne Callahan, Janice R. Fiscina,**

**Jennifer L. Johnston-Ogeka, Deborah L. Severin**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\* ).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



  
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

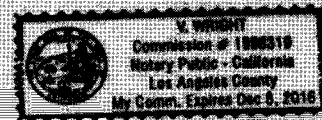
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.


In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_.

JUL 29 2014

Corporate Seals

Bond No. 1001003215  
Agency No. 12135



  
Jeannie Lee, Assistant Secretary



U.S. SPECIALTY INSURANCE COMPANY  
STATUTORY STATEMENT OF ADMITTED ASSETS,  
LIABILITIES, CAPITAL AND SURPLUS (1)  
December 31, 2013

**Admitted Assets**

Investments:  
Fixed Maturities, at amortized cost  
Common stocks  
Cash and short term investments  
Receivable for securities  
*Total cash and invested assets:*

1,610,979,131  
153,621,416  
6,072,697  
19,379  
1,770,692,623

Accrued interest income  
Premium receivable  
Recoverable from reinsurers  
Net deferred tax asset  
Furniture and equipment  
Receivable from parent, subsidiaries and affiliates

17,944,263  
79,891,095  
13,093,456  
38,476,641  
576,851  
7,914,554

*Total admitted assets*

157,896,860  
1,928,589,483

**Liabilities and Capital and Surplus**

Liabilities:

Unpaid loss and loss adjustment expense  
Commission payable  
Accrued expenses  
Taxes, licenses, and fees  
Federal income tax  
Unearned premiums  
Advance premium  
Dividends to policyholders  
Ceded reinsurance balance payable  
Funds held under reinsurance treaties  
Amounts withheld or retained for others  
Provision for reinsurance  
Payable to parent, subsidiaries and affiliates  
Payable for securities

974,989,583  
10,962,910  
4,449,770  
2,723,093  
2,802,073  
266,077,282  
11,473,367  
157,480  
57,928,358  
12,956,012  
64,945  
141,342  
2,592,504  
952,845

*Total liabilities*

1,348,281,564

Capital and Surplus:

Capital Stock  
Additional paid-in and contributed capital  
Unassigned surplus

4,200,000  
187,586,442  
388,521,477  
580,307,919

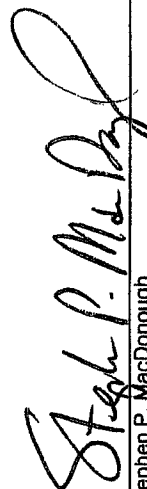
*Total liabilities and capital and surplus*

1,928,589,483

(1) - In accordance with the statutory financial statements as filed on March 1, 2014.

I, Stephen P. MacDonough, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2013, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

  
Stephen P. MacDonough  
Chief Financial Officer

**Performance Bond #1 (Pages 92 to 95):** Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

**Performance Bond #1 (Pages 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #1 (Pages 92 to 95):** Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_;

that he/she is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did dispose and say that he/she resides at \_\_\_\_\_;

that he/she is \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_;

and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK  
DDC

95

STANDARD CONSTRUCTION CONTRACT  
December 2013

**Performance Bond #2 (Pages 96 to 99):** Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2**

**KNOW ALL PERSONS BY THESE PRESENTS:,**

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"  
and, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal is about to enter, or has entered, into a Contract in writing with the City for \_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

**Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 3)

**IN WITNESS WHEREOF**, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally  
came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he resides  
at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is the \_\_\_\_\_  
of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the  
foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally  
came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is \_\_\_\_\_ partner of  
\_\_\_\_\_, a limited/general partnership existing under the laws of the State of  
\_\_\_\_\_, the partnership described in and which executed the foregoing instrument;  
and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of  
said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally  
came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_

\_\_\_\_\_, and that he/she is the individual whose name is  
subscribed to the within instrument and acknowledged to me that by his/her signature on the  
instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate  
duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other  
representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power  
of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest  
published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK  
DDC



**Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

(\$ \_\_\_\_\_) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

**Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.**

**PAYMENT BOND (Page 2)**

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_(L.S.)  
Principal

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

(NO TEXT ON THIS PAGE)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

**LABOR LAW §220 PREVAILING WAGE SCHEDULE**

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1<sup>st</sup> of each succeeding year. Final schedules are published on or about July 1<sup>st</sup> in the City Record and on our web site at [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov).

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

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.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

**Benefits are paid for EACH HOUR WORKED unless otherwise noted.**

Wasył Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM  
EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

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List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. CARPENTER - BUILDING COMMERCIAL
4. CEMENT & CONCRETE WORKER
5. CORE DRILLER
6. ELECTRICIAN
7. FLOOR COVERER
8. HEAT AND FROST INSULATOR
9. HOUSE WRECKER
10. IRON WORKER - ORNAMENTAL
11. IRON WORKER - STRUCTURAL
12. MARBLE MECHANIC
13. MASON TENDER
14. MASON TENDER (INTERIOR DEMOLITION WORKER)
15. MOSAIC MECHANIC
16. PAINTER - STRUCTURAL STEEL
17. PLASTERER
18. PLASTERER - TENDER
19. PLUMBER
20. PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
21. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
22. PLUMBER: PUMP & TANK
23. ROOFER
24. STEAMFITTER
25. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
26. STONE MASON - SETTER
27. TILE FINISHER
28. TILE LAYER - SETTER



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**TABLE OF CONTENTS**

<b><u>CLASSIFICATION</u></b>	<b><u>PAGE</u></b>
ASBESTOS HANDLER .....	6
BLASTER.....	6
BOILERMAKER.....	8
BRICKLAYER.....	9
CARPENTER - BUILDING COMMERCIAL.....	10
CARPENTER - HEAVY CONSTRUCTION WORK .....	11
CEMENT & CONCRETE WORKER .....	12
CEMENT MASON.....	13
CORE DRILLER.....	14
DERRICKPERSON AND RIGGER.....	15
DIVER.....	16
DOCKBUILDER - PILE DRIVER .....	17
DRIVER: TRUCK (TEAMSTER).....	18
ELECTRICIAN .....	20
ELECTRICIAN - ALARM TECHNICIAN .....	24
ELECTRICIAN-STREET LIGHTING WORKER.....	25
ELEVATOR CONSTRUCTOR .....	26
ELEVATOR REPAIR & MAINTENANCE .....	27
ENGINEER.....	27
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	32
ENGINEER - FIELD (BUILDING CONSTRUCTION).....	33
ENGINEER - FIELD (HEAVY CONSTRUCTION).....	34
ENGINEER - FIELD (STEEL ERECTION).....	35
ENGINEER - OPERATING .....	36
FLOOR COVERER .....	44
GLAZIER.....	45
GLAZIER - REPAIR & MAINTENANCE .....	46
HEAT AND FROST INSULATOR.....	46
HOUSE WRECKER .....	47
IRON WORKER - ORNAMENTAL .....	48
IRON WORKER - STRUCTURAL .....	49
LABORER.....	50
LANDSCAPING .....	51
MARBLE MECHANIC.....	53
MASON TENDER .....	54
MASON TENDER (INTERIOR DEMOLITION WORKER).....	55
METALLIC LATHER.....	56
MILLWRIGHT.....	57
MOSAIC MECHANIC .....	58
PAINTER.....	59
PAINTER - SIGN.....	60
PAINTER - STRIPER.....	61

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

PAINTER - STRUCTURAL STEEL .....	62
PAPERHANGER.....	63
PAVER AND ROADBUILDER.....	63
PLASTERER.....	65
PLASTERER - TENDER.....	66
PLUMBER.....	67
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE).....	68
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	68
PLUMBER: PUMP & TANK.....	69
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION) .....	70
ROOFER .....	71
SANDBLASTER - STEAMBLASTER.....	72
SHEET METAL WORKER.....	72
SHEET METAL WORKER - SPECIALTY .....	73
SIGN ERECTOR .....	74
STEAMFITTER .....	75
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER .....	77
STONE MASON - SETTER .....	79
TAPER .....	80
TELECOMMUNICATION WORKER.....	81
TILE FINISHER.....	82
TILE LAYER - SETTER .....	83
TIMBERPERSON.....	83
TUNNEL WORKER.....	84
WELDER.....	86

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**ASBESTOS HANDLER**

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

**Asbestos Handler**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$35.90**

Supplemental Benefit Rate per Hour: **\$15.05**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.45**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

**Paid Holidays**

None

(Local #78 and Local #12A)

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**BLASTER**

**Blaster**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$38.44**

**Blaster (Hydraulic)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.17

Supplemental Benefit Rate per Hour: \$38.44

**Blaster - Trac Drill Hydraulic**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.04

Supplemental Benefit Rate per Hour: \$38.44

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.30

Supplemental Benefit Rate per Hour: \$38.44

**Blaster - Operators of Jack Hammers**

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.32

Supplemental Benefit Rate per Hour: \$38.44

**Blaster - Powder Carriers**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$34.66

Supplemental Benefit Rate per Hour: \$38.44

**Blaster - Hydraulic Trac Drill Chuck Tender**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.46

Supplemental Benefit Rate per Hour: \$38.44

**Blaster - Chuck Tender & Nipper**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.75

Supplemental Benefit Rate per Hour: \$38.44

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$19.76

Supplemental Benefit Rate per Hour: \$38.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Overtime Description

**Magazine Keepers:**

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

**All Other Employees:**

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

### Overtime

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M. (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

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## BOILERMAKER

### Boilermaker

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$49.47

Supplemental Benefit Rate per Hour: \$39.78

Supplemental Note: For time and one half overtime - \$59.08; For double overtime - \$78.37.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$50.45

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: For time and one half overtime - \$61.37; For double overtime - \$81.43.

### Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Quadruple time the regular rate for work on the following holiday(s).

Labor Day

### Paid Holidays

Good Friday

Day after Thanksgiving

Day before Christmas

Day before New Year's Day

### Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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## BRICKLAYER

### Bricklayer

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$46.44**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$27.53

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

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## CARPENTER - BUILDING COMMERCIAL

### Building Commercial

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$48.08

Supplemental Benefit Rate per Hour: \$41.10

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$48.88

Supplemental Benefit Rate per Hour: \$42.70

### 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.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

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**CARPENTER - HEAVY CONSTRUCTION WORK**  
**(Construction of Engineering Structures and Building Foundations)**

**Heavy Construction Work**

Effective Period: 7/1/2013 - 7/17/2013

Wage Rate per Hour: **\$46.74**

Supplemental Benefit Rate per Hour: **\$42.37**

Effective Period: 7/18/2013 - 6/30/2014

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$44.97**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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**CEMENT & CONCRETE WORKER**

**Cement & Concrete Worker**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.33

Supplemental Benefit Rate per Hour: \$26.17

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$42.38

Supplemental Benefit Rate per Hour: \$26.17

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

**Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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) --

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**CEMENT MASON**

**Cement Mason**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$39.05

Supplemental Note: Overtime supplemental benefit rate per hour: \$57.55

**Overtime Description**

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

**Shift Rates**

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #780)

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## **CORE DRILLER**

### **Core Driller**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$35.71**

Supplemental Benefit Rate per Hour: **\$21.69**

### **Core Driller Helper**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$21.69**

### **Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$25.74**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$25.74**

Supplemental Benefit Rate per Hour: **\$21.69**

### **Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$21.69**

### **Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$20.02**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

### Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

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## DERRICKPERSON AND RIGGER

### Derrick Person & Rigger

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.00

Supplemental Benefit Rate per Hour: \$46.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$47.49 - For work performed in Staten Island.

### Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$31.32

### Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

### Overtime

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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## DIVER

### Diver (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.40

Supplemental Benefit Rate per Hour: \$44.97

### Diver Tender (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.05

Supplemental Benefit Rate per Hour: \$44.97

### 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
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)

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**DOCKBUILDER - PILE DRIVER**

**Dockbuilder - Pile Driver**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.82

Supplemental Benefit Rate per Hour: \$44.97

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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## DRIVER: TRUCK (TEAMSTER)

### Driver - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.11

Supplemental Benefit Rate per Hour: \$40.20

### Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.61

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$57.16; for double time overtime Wage Rate - \$76.21

### Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.67

Supplemental Benefit Rate per Hour: \$40.20

### Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.11

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

### Driver - Boom Truck

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.36

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

## 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 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.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

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### Driver - Redi-Mix Driver (Sand & Gravel)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$37.27

### Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

### Overtime

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day  
Columbus Day  
Veteran's Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Triple time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Christmas Day

(Local #282)

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**ELECTRICIAN**

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

**Electrician "A" (Regular Day)**

Effective Period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$52.00  
Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$53.00  
Supplemental Benefit Rate per Hour: \$47.54

**Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$78.00  
Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$79.50  
Supplemental Benefit Rate per Hour: \$50.86

**Electrician "A" (Day Shift)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

**Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$61.01

Supplemental Benefit Rate per Hour: \$52.47

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$62.19

Supplemental Benefit Rate per Hour: \$54.07

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$91.52

Supplemental Benefit Rate per Hour: \$56.30

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$93.29

Supplemental Benefit Rate per Hour: \$57.97

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$68.34

Supplemental Benefit Rate per Hour: \$57.83

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$69.66

Supplemental Benefit Rate per Hour: \$59.59

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

**Effective Period: 7/1/2013 - 5/13/2014**

**Wage Rate per Hour: \$102.51**

**Supplemental Benefit Rate per Hour: \$62.11**

**Effective Period: 5/14/2014 - 6/30/2014**

**Wage Rate per Hour: \$104.49**

**Supplemental Benefit Rate per Hour: \$63.96**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:

Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$22.86 effective 1/20/2014 and \$23.63 effective 5/14/2014.

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### **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: 7/1/2013 - 5/13/2014**

**Wage Rate per Hour: \$26.50**

**Supplemental Benefit Rate per Hour: \$19.56**

**First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$25.80**

**First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.21**

**First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.00**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

**First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$17.30**

**Effective Period: 5/14/2014 - 6/30/2014**

**Wage Rate per Hour: \$27.00**

**Supplemental Benefit Rate per Hour: \$20.32**

**First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30**

**First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96**

**First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50**

**First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06**

**Electrician "M" (Overtime After First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

**Effective Period: 7/1/2013 - 5/13/2014**

**Wage Rate per Hour: \$39.75**

**Supplemental Benefit Rate per Hour: \$21.23**

**First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$38.70**

**First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.83**

**First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.00**

**First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.68**

**Effective Period: 5/14/2014 - 6/30/2014**

**Wage Rate per Hour: \$40.50**

**Supplemental Benefit Rate per Hour: \$21.01**

**First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45**

**First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61**

**First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75**

**First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47**

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #3)

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## **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 only after 8 hours worked in a day

### **Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### **Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

### **Vacation**

At least 1 year of employment.....ten (10) days  
5 years or more of employment.....fifteen (15) days  
10 years of employment.....twenty (20) days

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Plus one Personal Day per year

Sick Days:

One day per Year

(Local #3)

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## **ELECTRICIAN-STREET LIGHTING WORKER**

### **Electrician - Electro Pole Electrician**

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$47.90

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$49.34

### **Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$39.42

Supplemental Benefit Rate per Hour: \$36.46

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$40.18

Supplemental Benefit Rate per Hour: \$37.73

### **Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$33.75

Supplemental Benefit Rate per Hour: \$32.83

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$34.40

Supplemental Benefit Rate per Hour: \$34.00

### **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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

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)

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**ELEVATOR CONSTRUCTOR**

**Elevator Constructor**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.01

Supplemental Benefit Rate per Hour: \$34.48

**Overtime Description**

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

**Overtime**

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Vacation**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## **ELEVATOR REPAIR & MAINTENANCE**

### **Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$45.14**

Supplemental Benefit Rate per Hour: **\$33.02**

### **Overtime Description**

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### **Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### **Shift Rates**

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

### **Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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## **ENGINEER**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$97.68

**Engineer - Heavy Construction Operating Engineer II**

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-A-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 man auger.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.24

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.78

**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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

**Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$62.56

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Engineer - Heavy Construction Oilers II**

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.43

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.49

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.84

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$65.34

**Overtime Description**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
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

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**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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$54.04**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.10**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$51.40**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.31

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

**Shift Rates**

Off Shift: double time the regular hourly rate.

(Local #15)

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**ENGINEER - CITY SURVEYOR AND CONSULTANT**

**Party Chief**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

**Instrument Person**

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$29.41**

Supplemental Benefit Rate per Hour: **\$17.65**

**Rodperson**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$25.54**

Supplemental Benefit Rate per Hour: **\$17.65**

**Overtime Description**

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours,

Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

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)

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**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
**(Construction of Building Projects, Concrete Superstructures, etc.)**

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$55.40**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$43.10**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.96

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

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)

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**ENGINEER - FIELD (HEAVY CONSTRUCTION)**

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Field Engineer - HC Rodperson**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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## ENGINEER - FIELD (STEEL ERECTION)

### Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.50

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.53

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.43

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.  
Double time the regular rate for Saturday for work performed in excess of eight hours.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - OPERATING**

**Operating Engineer - Road & Heavy Construction I**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$67.70  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$108.32

**Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$70.10  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: 51.75 overtime hours  
Shift Wage Rate: \$112.16

**Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$72.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$115.74

**Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$113.01

**Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$69.23

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$110.77

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.08

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$84.93

**Operating Engineer - Road & Heavy Construction VIII**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Utility Compressors**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$51.93

**Operating Engineer - Road & Heavy Construction IX**

**Horizontal Boring Rig**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$100.05

**Operating Engineer - Road & Heavy Construction X**

**Elevators (manually operated as personnel hoist).**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.46

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$91.94

**Operating Engineer - Road & Heavy Construction XI**

**Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$71.41

**Operating Engineer - Road & Heavy Construction XII**

**All Drills and Machines of a similar nature.**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$66.45

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$106.32

**Operating Engineer - Road & Heavy Construction XIII**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

**Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).**

**Effective Period: 7/1/2013 - 6/30/2014**

**Wage Rate per Hour: \$64.34**

**Supplemental Benefit Rate per Hour: \$28.60**

**Supplemental Note: \$51.75 overtime hours**

**Shift Wage Rate: \$102.94**

**Operating Engineer - Road & Heavy Construction XIV**

**Concrete Mixer**

**Effective Period: 7/1/2013 - 6/30/2014**

**Wage Rate per Hour: \$61.53**

**Supplemental Benefit Rate per Hour: \$28.60**

**Supplemental Note: \$51.75 overtime hours**

**Shift Wage Rate: \$98.45**

**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: 7/1/2013 - 6/30/2014**

**Wage Rate per Hour: \$41.44**

**Supplemental Benefit Rate per Hour: \$28.60**

**Supplemental Note: \$51.75 overtime hours**

**Shift Wage Rate: \$66.30**

**Operating Engineer - Road & Heavy Construction XVI**

**Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.**

**Effective Period: 7/1/2013 - 6/30/2014**

**Wage Rate per Hour: \$58.74**

**Supplemental Benefit Rate per Hour: \$28.60**

**Supplemental Note: \$51.85 overtime hours**

**Shift Wage Rate: \$93.98**

**Operating Engineer - Road & Heavy Construction XVII**

**On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.**

**Effective Period: 7/1/2013 - 6/30/2014**

**Wage Rate per Hour: \$59.21**

**Supplemental Benefit Rate per Hour: \$28.60**

**Supplemental Note: \$51.75 overtime hours**

**Shift Wage Rate: \$94.74**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Road & Heavy Construction XVIII**

**Tower Crane**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$85.00**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$136.00**

**Operating Engineer - Paving I**

**Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$65.76**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$105.22**

**Operating Engineer - Paving II**

**Asphalt Roller**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$64.04**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$102.46**

**Operating Engineer - Paving III**

**Asphalt Plants**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$54.17**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$86.67**

**Operating Engineer - Concrete I**

**Cranes**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$70.32**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

**Operating Engineer - Concrete II**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Compressors**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.76

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.16

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$73.37

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$117.39

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.50

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$112.80

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.84

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.94

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$39.85  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$63.76

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$57.82  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 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: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$43.28  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$65.83  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$69.74  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$64.26

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

**Shift Rates**

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #14)

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## FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

### Floor Coverer

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$46.15

Supplemental Benefit Rate per Hour: \$38.50

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$48.88

Supplemental Benefit Rate per Hour: \$42.70

### 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

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

**GLAZIER**  
**(New Construction, Remodeling, and Alteration)**

**Glazier**

Effective Period: 7/1/2013 - 10/31/2013

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$33.24**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$41.24**

Effective Period: 11/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$34.09**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$42.59**

**Overtime Description**

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

**Overtime**

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**GLAZIER - REPAIR & MAINTENANCE**

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

**Craft Jurisdiction for repair, maintenance and fabrication**

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

**Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

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**HEAT AND FROST INSULATOR**

**Heat & Frost Insulator**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$56.48

Supplemental Benefit Rate per Hour: \$33.31

Effective Period: 1/20/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$56.98

Supplemental Benefit Rate per Hour: \$34.81

### Overtime Description

Double time shall be paid for supplemental benefits during overtime work.  
8th hour paid at time and one half.

### Overtime

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

### Paid Holidays

None

### Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.  
Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

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## HOUSE WRECKER (TOTAL DEMOLITION)

### House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: \$34.01  
Supplemental Benefit Rate per Hour: \$25.14

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: \$34.51  
Supplemental Benefit Rate per Hour: \$25.59

**House Wrecker - Tier B**

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 – 1/19/2014  
Wage Rate per Hour: \$23.75  
Supplemental Benefit Rate per Hour: \$18.62

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: \$24.02  
Supplemental Benefit Rate per Hour: \$19.12

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2013 – 1/19/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$42.30

Supplemental Benefit Rate per Hour: \$43.54

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$42.70

Supplemental Benefit Rate per Hour: \$44.57

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

### Overtime

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### Paid Holidays

None

### Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

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## IRON WORKER - STRUCTURAL

### Iron Worker - Structural

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$46.75

Supplemental Benefit Rate per Hour: \$62.48

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

**Supplemental Note:** Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Effective Period:** 1/20/2014 - 6/30/2014

**Wage Rate per Hour:** \$47.25

**Supplemental Benefit Rate per Hour:** \$64.43

**Supplemental Note:** Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### **Overtime Description**

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### **Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

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## **LABORER**

**(Foundation, Concrete, Excavating, Street Pipe Layer and Common)**

### **Laborer**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.25

Supplemental Benefit Rate per Hour: \$33.25

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Labor Day

Thanksgiving Day

### **Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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## **LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

### **Landscaper (Above 6 years experience)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$24.25

Supplemental Benefit Rate per Hour: \$12.30



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$23.25

Supplemental Benefit Rate per Hour: \$12.30

**Landscaper (up to 3 years experience)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$12.30

**Groundperson**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$12.30

**Tree Remover / Pruner**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$29.25

Supplemental Benefit Rate per Hour: \$12.30

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$19.25

Supplemental Benefit Rate per Hour: \$12.30

**Watering - Plant Maintainer**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.25

Supplemental Benefit Rate per Hour: \$12.30

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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## MARBLE MECHANIC

### Marble Setter

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$49.19**

Supplemental Benefit Rate per Hour: **\$32.24**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$50.57**

Supplemental Benefit Rate per Hour: **\$33.82**

### Marble Finisher

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$39.05**

Supplemental Benefit Rate per Hour: **\$31.43**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$39.71**

Supplemental Benefit Rate per Hour: **\$33.10**

### Marble Polisher

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$34.73**

Supplemental Benefit Rate per Hour: **\$24.60**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$35.64**

Supplemental Benefit Rate per Hour: **\$25.64**

### Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #7)

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**MASON TENDER**

**Mason Tender**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

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**MASON TENDER (INTERIOR DEMOLITION WORKER)**

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

**Mason Tender Tier A**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$34.07**

Supplemental Benefit Rate per Hour: **\$19.77**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$34.59**

Supplemental Benefit Rate per Hour: **\$20.75**

**Mason Tender Tier B**

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$23.27**

Supplemental Benefit Rate per Hour: **\$14.08**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$23.78**

Supplemental Benefit Rate per Hour: **\$15.07**

**Overtime**

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for 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)

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**METALLIC LATHER**

**Metallic Lather**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$41.43**

Supplemental Benefit Rate per Hour: **\$40.15**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

**Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$47.69

Supplemental Benefit Rate per Hour: \$48.87

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #740)

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$44.39**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$44.64**

Supplemental Benefit Rate per Hour: **\$35.83**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.80 per hour.

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$43.03**

Supplemental Benefit Rate per Hour: **\$35.82**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 per hour.

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$43.03**

Supplemental Benefit Rate per Hour: **\$35.82**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 per hour.

## **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Good Friday  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #7)

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**PAINTER**

**Painter - Brush & Roller**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$37.50

Supplemental Benefit Rate per Hour: \$25.62

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

**Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$25.62

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(District Council of Painters #9)

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**PAINTER - SIGN**

**Designer**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

**Journey person**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #8A-28A)

## PAINTER - STRIPER

### Striper (paint)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.50

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

### Lineperson (thermoplastic)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$37.50

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

### Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

Local #917)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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## **PAINTER - STRUCTURAL STEEL**

### **Painters on Structural Steel**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$32.08**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$33.58**

### **Painter - Power Tool**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$32.08**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$33.58**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**PAPERHANGER**

**Paperhanger**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

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)

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**PAVER AND ROADBUILDER**

**Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.54

Supplemental Benefit Rate per Hour: \$33.55

**Paver & Roadbuilder - Laborer**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.67

Supplemental Benefit Rate per Hour: \$33.55

**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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.12

Supplemental Benefit Rate per Hour: \$33.55

**Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.61

Supplemental Benefit Rate per Hour: \$33.55

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.32

Supplemental Benefit Rate per Hour: \$33.55

**Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Independence Day  
Labor Day  
Presidential Election Day  
Thanksgiving Day

### Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 20% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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## PLASTERER

### Plasterer

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$41.13

Supplemental Benefit Rate per Hour: \$24.95

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$41.78

Supplemental Benefit Rate per Hour: \$27.95

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Paid Holidays**

None

**Shift Rates**

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

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**PLASTERER - TENDER**

**Plasterer - Tender**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

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)

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## **PLUMBER**

### **Plumber**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$52.36**

Supplemental Benefit Rate per Hour: **\$37.34**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$74.40**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$64.87**

Supplemental Benefit Rate per Hour: **\$25.18**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$50.08**

### **Overtime Description**

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

### **Overtime**

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Shift Rates**

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

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**PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)**  
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$33.46

Supplemental Benefit Rate per Hour: \$16.93

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$38.27

Supplemental Benefit Rate per Hour: \$12.84

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

(Plumbers Local # 1)

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**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$37.11

Supplemental Benefit Rate per Hour: \$25.56

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$44.91

Supplemental Benefit Rate per Hour: \$18.37

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER: PUMP & TANK**  
**(Installation and Maintenance)**

**Plumber - Pump & Tank**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$53.01

Supplemental Benefit Rate per Hour: \$31.86

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)**

**Pointer - Waterproofer, Caulker Mechanic**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

None

### Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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## ROOFER

### Roofer

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$27.37

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$40.00

Supplemental Benefit Rate per Hour: \$27.87

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**SANDBLASTER - STEAMBLASTER**  
**(Exterior Building Renovation)**

**Sandblaster / Steamblaster**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$45.41**

Supplemental Benefit Rate per Hour: **\$23.29**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**SHEET METAL WORKER**

**Sheet Metal Worker**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$45.96**

Supplemental Benefit Rate per Hour: **\$43.19**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Sheet Metal Worker - Duct Cleaner**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

**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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.77

Supplemental Benefit Rate per Hour: \$43.19

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journeyman engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

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**SHEET METAL WORKER - SPECIALTY**  
**(Decking & Siding)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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: 7/1/2013 - 7/31/2013

Wage Rate per Hour: **\$41.28**

Supplemental Benefit Rate per Hour: **\$22.88**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 8/1/2013 - 6/30/2014

Wage Rate per Hour: **\$40.78**

Supplemental Benefit Rate per Hour: **\$23.38**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

(Local #28)

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**SIGN ERECTOR**  
**(Sheet Metal, Plastic, Electric, and Neon)**

**Sign Erector**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.80**

Supplemental Benefit Rate per Hour: **\$42.17**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 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.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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**STEAMFITTER**

**Steamfitter I**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$50.54**

Supplemental Note: Overtime supplemental benefit rate: \$100.34

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$53.25**

Supplemental Benefit Rate per Hour: **\$51.04**

Supplemental Note: Overtime supplemental benefit rate: \$101.34

**Overtime**

Double time the regular rate after a 7 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Memorial Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

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**Steamfitter II**

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$50.54**

Supplemental Note: Overtime supplemental benefit rate: **\$100.34**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$53.25**

Supplemental Benefit Rate per Hour: **\$51.04**

Supplemental Note: Overtime supplemental benefit rate: **\$101.34**

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## **Shift Rates**

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

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## **STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)**

### **Refrigeration and Air Conditioner Mechanic**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$38.05**

Supplemental Benefit Rate per Hour: **\$12.26**

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: **\$38.30**

Supplemental Benefit Rate per Hour: **\$12.76**

### **Refrigeration and Air Conditioner Service Person V**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$31.26**

Supplemental Benefit Rate per Hour: **\$11.13**

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: **\$31.47**

Supplemental Benefit Rate per Hour: **\$11.55**

### **Refrigeration and Air Conditioner Service Person IV**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$25.90**

Supplemental Benefit Rate per Hour: **\$10.16**

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: **\$26.07**

Supplemental Benefit Rate per Hour: **\$10.52**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Refrigeration and Air Conditioner Service Person III**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$22.23

Supplemental Benefit Rate per Hour: \$9.44

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$22.38

Supplemental Benefit Rate per Hour: \$9.76

**Refrigeration and Air Conditioner Service Person II**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$18.44

Supplemental Benefit Rate per Hour: \$8.78

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$18.56

Supplemental Benefit Rate per Hour: \$9.06

**Refrigeration and Air Conditioner Service Person I**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$13.48

Supplemental Benefit Rate per Hour: \$8.10

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$13.57

Supplemental Benefit Rate per Hour: \$8.30

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Christmas Day**

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Columbus Day

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #638B)

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**STONE MASON - SETTER**

**Stone Mason - Setters**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$47.72**

Supplemental Benefit Rate per Hour: **\$35.28**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$46.56**

Supplemental Benefit Rate per Hour: **\$36.40**

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### **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)

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## **TAPER**

### **Drywall Taper**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$44.32**

Supplemental Benefit Rate per Hour: **\$21.66**

Effective Period: 1/1/2014 - 6/24/2014

Wage Rate per Hour: **\$44.82**

Supplemental Benefit Rate per Hour: **\$21.66**

Effective Period: 6/25/2014 - 6/30/2014

Wage Rate per Hour: **\$45.32**

Supplemental Benefit Rate per Hour: **\$21.66**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### **Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

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**TELECOMMUNICATION WORKER**  
**(Voice Installation Only)**

**Telecommunication Worker**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$35.94**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

### Vacation

After 6 months.....one week.  
After 12 months but less than 7 years.....two weeks.  
After 7 or more but less than 15 years.....three weeks.  
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

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## TILE FINISHER

### Tile Finisher

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$38.49

Supplemental Benefit Rate per Hour: \$27.40

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$38.80

Supplemental Benefit Rate per Hour: \$28.03

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Local #7)

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## **TILE LAYER - SETTER**

### **Tile Layer - Setter**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$48.35**

Supplemental Benefit Rate per Hour: **\$31.44**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$49.25**

Supplemental Benefit Rate per Hour: **\$31.82**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## **TIMBERPERSON**

### **Timberperson**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.63**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$44.54

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

**Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.92

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.94

Supplemental Benefit Rate per Hour: \$42.55

**Blasters (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$51.72

Supplemental Benefit Rate per Hour: \$46.03

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$49.48

Supplemental Benefit Rate per Hour: \$44.06

**All Others (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.73

Supplemental Benefit Rate per Hour: \$40.75

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.58

Supplemental Benefit Rate per Hour: \$35.25

**Overtime Description**

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE**

**For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.**

**Overtime**

**Double time the regular rate after an 8 hour day.**

**Double time the regular time rate for Saturday.**

**Double time the regular rate for Sunday.**

**Double time the regular rate for work on the following holiday(s).**

**Paid Holidays**

**New Year's Day**

**Lincoln's Birthday**

**President's Day**

**Memorial Day**

**Independence Day**

**Labor Day**

**Columbus Day**

**Election Day**

**Veteran's Day**

**Thanksgiving Day**

**Christmas Day**

**(Local #147)**

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**WELDER**

**TO BE PAID AT THE RATE OF THE JOURNEYPEPERSON IN THE TRADE  
PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**220 APPRENTICESHIP PREVAILING WAGE SCHEDULE**

**APPENDIX**

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

APPRENTICESHIP SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS  
ADDENDUM  
EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

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List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. FLOOR COVERER
4. HOUSE WRECKER
5. IRONWORKER – ORNAMENTAL
6. IRON WORKER - STRUCTURAL
7. MASON TENDER
8. PLASTERER
9. PLUMBER

## TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER.....	4
BOILERMAKER.....	4
BRICKLAYER.....	6
CARPENTER.....	7
CEMENT MASON.....	8
CEMENT AND CONCRETE WORKER.....	8
DERRICKPERSON & RIGGER (STONE).....	9
DOCKBUILDER/PILE DRIVER.....	9
ELECTRICIAN.....	10
ELEVATOR CONSTRUCTOR.....	13
ELEVATOR REPAIR & MAINTENANCE.....	14
ENGINEER.....	15
ENGINEER - OPERATING.....	15
FLOOR COVERER.....	16
GLAZIER.....	17
HEAT & FROST INSULATOR.....	17
HOUSE WRECKER.....	18
IRON WORKER - ORNAMENTAL.....	19
IRON WORKER - STRUCTURAL.....	21
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)....	22
MARBLE MECHANICS.....	22
MASON TENDER.....	24
METALLIC LATHER.....	25
MILLWRIGHT.....	26
PAVER AND ROADBUILDER.....	26
PAINTER.....	27
PAINTER - STRUCTURAL STEEL.....	28
PLASTERER.....	28
PLUMBER.....	29
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION) .	31
ROOFER.....	31
SHEET METAL WORKER.....	32
SIGN ERECTOR.....	33
STEAMFITTER.....	35
STONE MASON - SETTER.....	35
TAPER.....	36
TILE LAYER - SETTER.....	37
TIMBERPERSON.....	37

## **ASBESTOS HANDLER**

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

### **Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 78% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

### **Asbestos Handler (Second 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

### **Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 83% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

### **Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 89% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

(Local #78)

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## **BOILERMAKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### **Boilermaker (First Year)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$28.75

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$29.74

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 70% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$30.33

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 75% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$31.40

**Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 75% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$31.91

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 75% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$33.05

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 80% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$33.49

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 80% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$34.69

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 85% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$35.05

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 85% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$36.34

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 90% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$36.63

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 90% of Journey person's rate

Supplemental Benefit Rate Per Hour: \$38.00



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$38.19

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

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**BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

(Bricklayer District Council)

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**CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.29

**Carpenter (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.29

**Carpenter (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.29

**Carpenter (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**CEMENT MASON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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**CEMENT AND CONCRETE WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Cement & Concrete Worker (0 - 500 hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.04

**Cement & Concrete Worker (501 - 1000 hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.87

**Cement & Concrete Worker (1001 - 2000 hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$24.25

**Cement & Concrete Worker (2001 - 4000 hours)**

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2013 - 6/30/2014  
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: 7/1/2013 - 6/30/2014  
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: 7/1/2013 - 6/30/2014  
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: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$30.29

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.29

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.29

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

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**ELECTRICIAN**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Electrician (First Term: 0-6 Months)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$10.86

Overtime Supplemental Rate per Hour: \$11.68

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.10

Overtime Supplemental Rate per Hour: \$11.93

**Electrician (First Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$11.37

Overtime Supplemental Rate per Hour: \$12.26

Effective period: 5/14/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$13.50  
Supplemental Benefit Rate per Hour: \$11.62  
Overtime Supplemental Rate per Hour: \$12.51

**Electrician (Second Term: 0-6 Months)**

Effective period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$14.50  
Supplemental Benefit Rate per Hour: \$11.88  
Overtime Supplemental Rate per Hour: \$12.83

Effective period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$14.50  
Supplemental Benefit Rate per Hour: \$12.13  
Overtime Supplemental Rate per Hour: \$13.08

**Electrician (Second Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$15.50  
Supplemental Benefit Rate per Hour: \$12.39  
Overtime Supplemental Rate per Hour: \$13.41

Effective period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$15.50  
Supplemental Benefit Rate per Hour: \$12.64  
Overtime Supplemental Rate per Hour: \$13.66

**Electrician (Third Term: 0-6 Months)**

Effective period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$16.50  
Supplemental Benefit Rate per Hour: \$12.90  
Overtime Supplemental Rate per Hour: \$13.98

Effective period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$16.50  
Supplemental Benefit Rate per Hour: \$13.15  
Overtime Supplemental Rate per Hour: \$14.23

**Electrician (Third Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$17.50  
Supplemental Benefit Rate per Hour: \$13.40  
Overtime Supplemental Rate per Hour: \$14.56

Effective period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$17.50  
Supplemental Benefit Rate per Hour: \$13.65

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Overtime Supplemental Rate per Hour: \$14.81

**Electrician (Fourth Term: 0-6 Months - Hired on or after 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$13.91

Overtime Supplemental Rate per Hour: \$15.13

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.16

Overtime Supplemental Rate per Hour: \$15.38

**Electrician (Fourth Term: 7-12 Months - Hired on or after 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$20.25

Supplemental Benefit Rate per Hour: \$14.80

Overtime Supplemental Rate per Hour: \$16.14

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$20.50

Supplemental Benefit Rate per Hour: \$15.18

Overtime Supplemental Rate per Hour: \$16.53

**Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$17.30

Overtime Supplemental Rate per Hour: \$18.68

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.06

Overtime Supplemental Rate per Hour: \$19.47

**Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$19.56

Overtime Supplemental Rate per Hour: \$21.23

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

Overtime Supplemental Rate per Hour: \$22.01

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Electrician (Fourth Term: 0-6 Months - Hired before 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.10

Supplemental Benefit Rate per Hour: \$15.74

Overtime Supplemental Rate per Hour: \$17.20

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.10

Supplemental Benefit Rate per Hour: \$15.99

Overtime Supplemental Rate per Hour: \$17.45

**Electrician (Fourth Term: 7-12 Months - Hired before 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$23.95

Supplemental Benefit Rate per Hour: \$16.69

Overtime Supplemental Rate per Hour: \$18.26

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$24.20

Supplemental Benefit Rate per Hour: \$17.06

Overtime Supplemental Rate per Hour: \$18.66

**Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$25.80

Supplemental Benefit Rate per Hour: \$19.21

Overtime Supplemental Rate per Hour: \$20.83

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$26.30

Supplemental Benefit Rate per Hour: \$19.96

Overtime Supplemental Rate per Hour: \$21.61

**Overtime Description**

Overtime Wage paid at time and one half the regular rate

For "A" rated Apprentices (work in excess of 7 hours per day)

For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

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**ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$26.87

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$27.92

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.38

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.84

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$26.79

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$27.12

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$28.43

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$29.74

(Local #1)

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**ENGINEER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)**

**Engineer - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.49

Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.92

Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.73

Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

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**ENGINEER - OPERATING**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Operating Engineer - First Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour 40% of Journeyperson's Rate  
Supplemental Benefit Per Hour: \$18.60

**Operating Engineer - Second Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's Rate  
Supplemental Benefit Per Hour: \$18.60

**Operating Engineer - Third Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyperson's Rate  
Supplemental Benefit Per Hour: \$18.60

(Local #14)

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**FLOOR COVERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Floor Coverer (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.75  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

**Floor Coverer (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.75  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

**Floor Coverer (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.75  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.75  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

(Carpenters District Council)

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**GLAZIER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Glazier (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$11.97

**Glazier (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$21.13

**Glazier (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$23.54

**Glazier (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$28.34

(Local #1281)

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**HEAT & FROST INSULATOR**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**House Wrecker - First Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.52

Supplemental Benefit Rate per Hour: \$16.60

**House Wrecker - Second Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$21.46

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$21.67

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.60

**House Wrecker - Third Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$23.27

Supplemental Benefit Rate per Hour: \$16.60

**House Wrecker - Fourth Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.83

Supplemental Benefit Rate per Hour: \$16.60

(Local #79)

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**IRON WORKER - ORNAMENTAL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$35.78

**Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$36.75

**Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$37.72

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$39.66

**Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Rate Per Hour: \$40.63

**Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Rate Per Hour: \$42.57

**Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.84  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 34.55

**Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$34.81  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 35.55

**Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$35.78  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 36.55

**Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.72  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 38.56

**Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$39.66

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective 1/20/2014 – Supplemental Benefits Per Hour: 40.56

(Local #580)

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**IRON WORKER - STRUCTURAL**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$24.48

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$24.73

Supplemental Benefit Rate per Hour: \$45.07

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$25.08

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.33

Supplemental Benefit Rate per Hour: \$45.07

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$25.68

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.93

Supplemental Benefit Rate per Hour: \$45.07

(Local #40 and #361)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: \$33.25

(Local #731)

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**MARBLE MECHANICS**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Polishers & Finishers - Fourth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.63

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$20.79

Supplemental Benefit Rate per Hour: \$17.58

### **Mason Tender - Second Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$21.73

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$21.94

Supplemental Benefit Rate per Hour: \$17.58

### **Mason Tender - Third Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.33

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$23.59

Supplemental Benefit Rate per Hour: \$17.58

### **Mason Tender - Fourth Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.93

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$26.25

Supplemental Benefit Rate per Hour: \$17.58

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #79)

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**METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metallic Lather (First Year -Called Prior to 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$22.79

**Metallic Lather (Second Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.71

Supplemental Benefit Rate per Hour: \$24.44

**Metallic Lather (Third Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$25.59

**Metallic Lather (First Year -Called On Or After 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Second Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.81

Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Third Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

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## **MILLWRIGHT**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### **Millwright (First Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.23

Supplemental Benefit Rate per Hour: \$31.51

### **Millwright (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$34.77

### **Millwright (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.77

Supplemental Benefit Rate per Hour: \$39.19

### **Millwright (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.30

Supplemental Benefit Rate per Hour: \$44.63

(Local #740)

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## **PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### **Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.19

Supplemental Benefit Rate per Hour: \$16.20

### **Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$27.77

Supplemental Benefit Rate per Hour: \$16.20

(Local #1010)

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**PAINTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$11.38

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$18.75

Supplemental Benefit Rate per Hour: \$15.23

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.14

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$23.52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/1/2014 - 6/30/2014  
Wage Rate per Hour: \$31.60  
Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

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**PAINTER - STRUCTURAL STEEL**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

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**PLASTERER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$12.76  
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.76

**Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$13.24

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective 1/20/2014 – Supplemental Benefits Per Hour: 16.24

**Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.21

Effective 1/20/2014 – Supplemental Benefits Per Hour: 18.21

**Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.29

Effective 1/20/2014 – Supplemental Benefits Per Hour: 19.29

**Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.46

Effective 1/20/2014 – Supplemental Benefits Per Hour: 21.46

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.54

Effective 1/20/2014 – Supplemental Benefits Per Hour: 22.54

(Local #530)

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**PLUMBER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Plumber - Second Year**

Effective Period: 7/1/2013 - 1/19/2014  
Wage Rate per Hour: \$18.26  
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: \$23.67  
Supplemental Benefit Rate per Hour: \$11.16

**Plumber - Third Year**

Effective Period: 7/1/2013 - 1/19/2014  
Wage Rate per Hour: \$20.36  
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: \$25.77  
Supplemental Benefit Rate per Hour: \$11.16

**Plumber - Fourth Year**

Effective Period: 7/1/2013 - 1/19/2014  
Wage Rate per Hour: \$23.21  
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: \$28.62  
Supplemental Benefit Rate per Hour: \$11.16

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2013 - 1/19/2014  
Wage Rate per Hour: \$24.61  
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014  
Wage Rate per Hour: \$30.02  
Supplemental Benefit Rate per Hour: \$11.16

**Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2013 - 1/19/2014  
Wage Rate per Hour: \$36.68  
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$42.09

Supplemental Benefit Rate per Hour: \$11.16

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Pointer - Waterproofer, Caulker Mechanic - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.00

Supplemental Benefit Rate per Hour: \$3.64

**Pointer - Waterproofer, Caulker Mechanic - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$8.59

**Pointer - Waterproofer, Caulker Mechanic - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.23

Supplemental Benefit Rate per Hour: \$11.34

**Pointer - Waterproofer, Caulker Mechanic - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$11.34

(Bricklayer District Council)

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**ROOFER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)**

**Roofer - First Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

**Roofer - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

**Roofer - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

**Roofer - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

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**SHEET METAL WORKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Sheet Metal Worker - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 30% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.37

**Sheet Metal Worker - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.24

**Sheet Metal Worker - Third Year (1st Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$20.06

**Sheet Metal Worker - Third Year (2nd Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.87

**Sheet Metal Worker - Fourth Year (1st Six Months)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$23.69

**Sheet Metal Worker - Fourth Year (2nd Six Months)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.33

**Sheet Metal Worker - Fifth Year (1st Six Months)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.47

**Sheet Metal Worker - Fifth Year (2nd Six Months)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.23

(Local #28)

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**SIGN ERECTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$5.96

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$6.75

**Sign Erector - Second Year: 1st Six Months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 45% of Journey person's rate  
Supplemental Rate Per Hour: \$7.55

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journey person's rate  
Supplemental Rate Per Hour: \$8.34

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 55% of Journey person's rate  
Supplemental Rate Per Hour: \$9.13

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journey person's rate  
Supplemental Rate Per Hour: \$9.92

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journey person's rate  
Supplemental Rate Per Hour: \$10.72

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journey person's rate  
Supplemental Rate Per Hour: \$11.51

**Sign Erector - Fifth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 75% of Journey person's rate  
Supplemental Rate Per Hour: \$12.30

**Sign Erector - Sixth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journey person's rate  
Supplemental Rate Per Hour: \$12.30

(Local #137)

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## **STEAMFITTER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

### **Steamfitter - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

### **Steamfitter - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

### **Steamfitter - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

### **Steamfitter - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

### **Steamfitter - Fifth Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

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## **STONE MASON - SETTER**

**(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)**

### **Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

### **Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fourth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

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**TAPER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Drywall Taper - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1974)

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**TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

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**TIMBERPERSON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Timberperson - First Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.04

**Timberperson - Second Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.04

**Timberperson - Third Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.04

**Timberperson - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.04

(Local #1536)

**NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"**

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). Schedules for future one-year periods will be published annually in the City Record on or about July 1<sup>st</sup> of each succeeding year and on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov).

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

**Benefits are paid for EACH HOUR WORKED unless otherwise noted.**

Wasyl Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

## TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BUILDING CLEANER AND MAINTAINER (OFFICE).....	4
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL).....	4
CLEANER (PARKING GARAGE).....	4
DAY CARE SERVICES.....	4
FOOD SERVICE EMPLOYEES .....	4
GARDENER .....	5
HEAD START SERVICES.....	5
HOMECARE SERVICES.....	6
SECURITY GUARD (ARMED) .....	6
SECURITY GUARD (UNARMED).....	6
SERVICES TO PERSONS WITH CEREBRAL PALSY .....	6
TEMPORARY OFFICE SERVICES.....	7
WINDOW CLEANER.....	8

## **BUILDING CLEANER AND MAINTAINER (OFFICE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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## **BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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## **CLEANER (PARKING GARAGE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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## **DAY CARE SERVICES**

### **Day Care Services**

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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## **FOOD SERVICE EMPLOYEES**

### **Cook**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$15.62

Supplemental Benefit Rate per Hour: \$1.72

### **Cafeteria Attendant**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.48

Supplemental Benefit Rate per Hour: \$1.72

**Counter Attendant**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$9.95

Supplemental Benefit Rate per Hour: \$1.72

**Kitchen Helper / Dishwasher**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$9.60

Supplemental Benefit Rate per Hour: \$1.72

**Overtime**

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**GARDENER**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**HEAD START SERVICES**

**Head Start Services**

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

## HEMECARE SERVICES

### Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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## SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

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## SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

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## SERVICES TO PERSONS WITH CEREBRAL PALSY

### Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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## TEMPORARY OFFICE SERVICES

### Administrative Assistant

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.83

Supplemental Benefit Rate per Hour: None

### Cashier

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

### Clerk (various)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.86

Supplemental Benefit Rate per Hour: None

### Computer Assistant

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$21.23

Supplemental Benefit Rate per Hour: None

### Data Entry Operator

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$16.21

Supplemental Benefit Rate per Hour: None

### Receptionist

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.88

Supplemental Benefit Rate per Hour: None

### Secretary (various)



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$18.66  
Supplemental Benefit Rate per Hour: None

**Word Processor**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$20.02  
Supplemental Benefit Rate per Hour: None

**Overtime**

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

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**WINDOW CLEANER**

For the above building service classification, see the Labor Law Section 230 Schedule.



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

Leonard A. Mancusi  
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI  
COMPTROLLER

**MEMORANDUM**

November 6, 2000

To: Agency Chief Contracting Officers

From: Leonard A. Mancusi *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**



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 2 OF 3**

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*Contractor.*

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Dated \_\_\_\_\_, 20\_\_

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**APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY**

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*Acting Corporation Counsel*

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Dated \_\_\_\_\_, 20\_\_

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NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: HBPED100M

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N. 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

Primer Construction Corp

Contractor.

Dated August 5, 2014

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY

*De Ag. Val.*

Acting Corporation Counsel

Dated December 10, 2012

*2012*  
*12/10/2012*



**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE (718) 391-1000  
WEBSITE [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)

**LAW**

**VOLUME 3 OF 3**

**SCHEDULE A  
ADDENDA NOS. 1 TO 3**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HBPED100M  
(Re-Bid 1)**

**RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE**

**Together With All Work Incidental Thereto**

**B.I.N. 2-23216-7 AND 2-26982-0**

**BOROUGH OF MANHATTAN  
CITY OF NEW YORK**



FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*WEIDLINGER ASSOCIATES INC.*

**FEBRUARY 07, 2014**

**4-081**

## SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at:

[http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. New York City Standard Highway Specifications, November 1, 2010
2. New York City Standard Highway Details of Construction, July 1, 2010
3. New York City Division of Street Lighting Specifications
4. New York City Division of Street Lighting Standard Drawings
5. New York City Standard Specifications for Traffic Signals
6. New York City Standard Drawings for Traffic Signals

The following reference documents for Sewer Work are available on-line at:

[http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009
2. New York City DEP Instructions for Concrete Specifications, Jan. 92
3. New York City DEP General Specification 11-Concrete, November 1991
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: [http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009
2. New York City Department of Environmental Protection Water Main Standard Drawings
3. Specifications for Trunk Main Work, dated March 2012
4. Standards for Green Infrastructure, latest version, available only on-line at: [http://www.nyc.gov/html/dep/pdf/green\\_infrastructure/bioswales-standard-designs.pdf](http://www.nyc.gov/html/dep/pdf/green_infrastructure/bioswales-standard-designs.pdf)

The water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.

Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

## SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)



## SCHEDULE A

### (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE))

#### PART I. REQUIRED INFORMATION

<p><b><u>INFORMATION FOR BIDDERS SECTION 26</u></b> <b><u>BID SECURITY</u></b></p> <p>The <b>Contractor</b> shall obtain a bid security in the amount indicated to the right.</p>	<p>See Attachment 1 (page A-1 of the Bid Booklet).</p>
<p><b><u>INFORMATION FOR BIDDERS SECTION 26</u></b> <b><u>PERFORMANCE AND PAYMENT BONDS</u></b></p> <p>The <b>Contractor</b> shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>See Attachment 1 (page A-1 of the Bid Booklet).</p>
<p><b><u>CONTRACT ARTICLE 14.</u></b> <b><u>DATE FOR SUBSTANTIAL COMPLETION</u></b></p> <p>The <b>Contractor</b> shall substantially complete the <b>Work</b> in the number of calendar days indicated to the right.</p>	<p>See Page SA-4</p>
<p><b><u>CONTRACT ARTICLE 15.</u></b> <b><u>LIQUIDATED DAMAGES</u></b></p> <p>If the <b>Contractor</b> fails to substantially complete the <b>Work</b> within the time fixed for substantial completion plus authorized time extensions or if the <b>Contractor</b>, in the sole determination of the <b>Commissioner</b>, has abandoned the <b>Work</b>, the <b>Contractor</b> shall pay to the <b>City</b> the amount indicated to the right.</p>	<p>\$ <u>2,500.</u> for each consecutive calendar day over substantial completion time</p>
<p><b><u>CONTRACT ARTICLE 17.</u></b> <b><u>SUB-CONTRACTOR</u></b></p> <p>The <b>Contractor</b> shall not make subcontracts totaling an amount more than the percentage of the total <b>Contract</b> price indicated to the right.</p>	<p>Not to exceed <u>50</u> % of the <b>Contract</b> price</p>
<p><b><u>CONTRACT ARTICLE 21.</u></b> <b><u>RETAINAGE</u></b></p> <p>The <b>Commissioner</b> shall deduct and retain until the substantial completion of the <b>Work</b> the percent value of the <b>Work</b> indicated to the right.</p>	<p><u>5</u> % of the value of the <b>Work</b></p>

<p><b><u>CONTRACT ARTICLE 22.</u></b> <b><u>(Per Directions Below)</u></b></p>	<p>See pages SA-5 through SA-10</p>
<p><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>DEPOSIT GUARANTEE</u></b></p> <p>As security for the faithful performance of its obligations, the <b>Contractor</b>, upon filing its requisition for payment on <b>Substantial Completion</b>, shall deposit with the <b>Commissioner</b> a sum equal to the percentage of the <b>Contract</b> price indicated to the right.</p>	<p>1% of <b>Contract</b> price</p>
<p><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>PERIOD OF GUARANTEE</u></b></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting</p>
<p><b><u>CONTRACT ARTICLE 74.</u></b> <b><u>STATEMENT OF WORK</u></b></p> <p>The <b>Contractor</b> shall furnish all labor and materials and perform all <b>Work</b> in strict accordance with the <b>Contract Drawings, Specifications, and all Addenda</b> thereto.</p>	<p>See Contract Article 74</p>
<p><b><u>CONTRACT ARTICLE 75.</u></b> <b><u>COMPENSATION TO BE PAID TO CONTRACTOR</u></b></p> <p>The <b>City</b> shall pay and the <b>Contractor</b> shall accept in full consideration for the performance of the <b>Contract</b>, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at which the <b>Contract</b> was awarded to the <b>Contractor</b> at a public letting thereof, based upon the <b>Contractor's</b> bid for the <b>Contract</b>.</p>	<p>See Contract Article 75</p>
<p><b><u>CONTRACT ARTICLE 78.</u></b> <b><u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></b></p>	<p>See M/WBE Utilization Plan in the Bid Booklet</p>

<p style="text-align: center;"><b><u>ADDENDUM NO. 3</u></b> <b><u>SECTION NYC- 637.13 M</u></b> <b><u>LIQUIDATED DAMAGES FOR</u></b> <b><u>ENGINEER'S FIELD OFFICE</u></b></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in <b>Addendum No. 3, Section NYC- 637.13 - Engineer's Field Office</b>, 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 <b>Sub-Section "NONCONFORMANCE"</b>, is not corrected.</p>	<p>\$ <u>250.00</u> for each calendar day of deficiency</p>
<p style="text-align: center;"><b><u>NYSDOT STANDARD SPECIFICATIONS</u></b> <b><u>SECTION 619 M</u></b> <b><u>LIQUIDATED DAMAGES FOR</u></b> <b><u>MAINTENANCE AND PROTECTION OF TRAFFIC</u></b></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation</p>

**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 540 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.

<b>Month of Substantial Completion based on the Base Contract Duration</b>	<b>Number of Days of adjustment</b>
<b>January</b>	150
<b>February</b>	120
<b>March</b>	90
<b>April</b>	60
<b>May</b>	30
<b>June</b>	0
<b>July</b>	0
<b>August</b>	0
<b>September</b>	0
<b>October</b>	0
<b>November –December 15</b>	0
<b>December 16 – December 31</b>	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

**(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**

**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

**Note:** All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability      Art. 22.1.1	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this <b>Contract</b>.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"><li>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, and</li><li>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the <b>Contract</b> 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).</li></ol>

<p> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2  <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2  <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2  <input checked="" type="checkbox"/> Jones Act Art. 22.1.3  <input checked="" type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3         </p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p><b>Note:</b> 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.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p>
<p><input type="checkbox"/> Builders' Risk Art. 22.1.4</p>	<p>100 % of total value of <b>Work</b></p> <p><b>Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.</p>
<p><input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5</p>	<p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>(1) City of New York, including its officials and employees, and</p>

<input checked="" type="checkbox"/> 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. _____
<input type="checkbox"/> Marine Protection and Indemnity      Art. 22.1.7(a)	\$ _____ each occurrence \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Hull and Machinery Insurance      Art. 22.1.7(b)	\$ _____ per occurrence \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input checked="" type="checkbox"/> 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. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.



[OTHER]

Art. 22.1.8

■ Professional Liability

- A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.
- B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER]

Art. 22.1.8

■ Engineer's Field Office

**Section NYC- 637.13 M, Addendum No. 3**

Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

[OTHER]

Art. 22.1.8

■ The Following Additional Insurance Must Be Provided:

**Umbrella/Excess Liability Insurance** - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.



**SCHEDULE A**

**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**

**PART IV. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

\_\_\_\_\_  
DDC Director, Insurance Risk Manager

\_\_\_\_\_  
30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

\_\_\_\_\_  
Long Island City, NY 11101

\_\_\_\_\_

(NO TEXT ON THIS PAGE)

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: HBPED100M  
(Re-Bid 1)

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N. 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: February 24, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Sections 6.44 PO and 6.52 CG.

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

**[Added 12-09-2010]**

1. Refer to Page 15, **Subsection 1.06.23. (C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

**[Added 01-09-2011]**

2. Refer to Page 240, **Subsection 4.16.5. (B) STUMP REMOVAL;**  
Delete **Subsection 4.16.5. (B) STUMP REMOVAL,** in its entirety;  
Substitute the following revised **Subsection 4.16.5. (B) :**

**"(B) STUMP REMOVAL**

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

**[Added 04-18-2011]**

3. Refer to Pages 218 and 219, **Subsection 4.13.4. (H) PIGMENT;**  
Delete the first three (3) paragraphs on page 219:  
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

**[Added 07-01-2011]**

4. Refer to Page 14, **Subsection 1.06.23. (A) PERMITS;**  
Delete line (b) under the first paragraph;  
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at [bridgeshold@dot.nyc.gov](mailto:bridgeshold@dot.nyc.gov) for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

**[Added 07-27-2011]**

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics;**  
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe \*.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;  
Substitute the following revised article "a":
- "a. All visual components of the sign are in an Adobe \*.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

**[Added 09-27-2012]**

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**  
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";  
Substitute the following revised text:
- "The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

**[Added 04-08-2013]**

7. Refer to Page 200, **Subsection 4.11.2.(B), first paragraph, sixth line;**  
Delete the word "porcelain,".
8. Refer to Page 201, **Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;**  
Delete the second and third paragraphs under Subsection 4.11.3.(B), in their entirety;  
Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."



9. Refer to Page 202, **Subsection 4.11.3.(E) GLASS;**  
Add the following new **Subsection 4.11.3.(F) RECYCLED PORCELAIN AGGREGATE (RPA) :**

**“(F) RECYCLED PORCELAIN AGGREGATE (RPA)**

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyl Kravchuk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material.”

10. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENTING,**  
**first four paragraphs;**  
Delete the first four paragraphs under Subsection 4.13.4.(H), in  
their entirety;  
Substitute the following revised four paragraphs:

“Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

‘Commercial Gray’: In commercial districts C4-4 through C4-7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield ‘Landmarks Grey’ K-157-4; L.M. Scofield ‘Cool Black No. 4’; Davis Colors No. 884-3%; Lansco Color No. 437 ‘Strong Black’ 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

**[Added 05-24-2013]**

11. Refer to Page 14, **Subsection 1.06.23. (A) PERMITS**, first paragraph as modified by Article 4 on page A1-1b;  
Add the following new text:

"(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."

12. Refer to Page 14, **Subsection 1.06.23. (A) PERMITS**, second paragraph;  
Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

**[Added 08-05-2013]**

13. Refer to page 116, second paragraph up from the bottom of the page, first line;  
Change the words "Concrete of Type IA and IIA shall have..." to read "Concrete of Type IA, IIA and IIIA shall have..."

**[Added 09-04-2013]**

14. Refer to page 100, **Subsection 3.01.3. (C) 1. (c)**;  
Delete the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix ...";  
Substitute the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."
15. Refer to page 110, **Subsection 3.05.2. (A)**, **Table 3.05-I**;  
Insert the following text at the bottom of **Table 3.05-I**:

"Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4.**"

16. Refer to page 112, **Subsection 3.05.3.(C)**, second paragraph;  
Delete the second paragraph in its entirety;  
Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."

17. Refer to page 113, first line of text, beginning with the words  
"condition making up one (1) cubic yard of concrete." ;  
Insert the following sentence between the words "condition making up one  
(1) cubic yard of concrete." and "The range of water-cement ratio within which the ...":

"The calculated yield of the mix shall be within  $\pm$  2% of the Theoretical (1) cubic yard."

18. Refer to Page 113, second paragraph beginning with the words "The  
Contractor may substitute Portland cement . . . .";  
Delete the second paragraph under **Subsection 3.05.4.**, in its  
entirety;  
Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of 3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea water spray areas) of the weight of cement specified for any concrete mixture provided the Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The Contractor, immediately following but not later than eight weeks after the date of the Contractor's Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use for the various ambient temperatures anticipated during the period of concrete placement. This data shall be presented in both tabular and graphical form for those various ambient temperatures with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours for High-Early Strength Concrete."

19. Refer to Page 115, **TABLE 3.05-III - INGREDIENT MATERIALS**;  
Change in the third row, second column, the type of Portland  
Cement from "Type III\*" to read "Type II or Type III\*"

20. Refer to page 132, **Subsection 3.06.3.(D)** ;  
Change the words "Water shall be drawn from mains owned by The City of New York." to  
read "Water shall be potable and drawn from municipal water mains."

21. Refer to page 133, **Subsection 3.07.3.(D)** ;  
Change the words "Water shall be drawn from mains owned by or supplying water to The  
City of New York." to read "Water shall be potable and drawn from municipal water  
mains."

22. Refer to page 134, **Subsection 3.08.4.(D)** ;  
Change the words "Water shall be drawn from mains owned by or supplying water to The  
City of New York." to read "Water shall be potable and drawn from municipal water  
mains."

23. Refer to Page 166, **Subsection 4.05.2.(A)**;  
Delete **Subsection 4.05.2.(A)**, in their entirety;  
Substitute the following revised **Subsection 4.05.2.(A)**:

"(A) Concrete Pavement shall be of the following types:

Type 1--Non-reinforced

Type 2--Reinforced (Unpigmented or pigmented if specified)

Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses."

24. Refer to Page 166, **Subsection 4.05.3.(A)**;  
Insert the following new **Subsection 4.05.3.(A1)**:

"(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer."

25. Refer to Page 170, **Subsection 4.05.5.(A) GENERAL**;  
Insert the following two new paragraphs:

"For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete."

26. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**, 4<sup>th</sup> line;  
Insert in the fourth line, the words "pigment when specified" between the  
words "specifications, including, but not limited to," and "furnishing and installing...":

27. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**;  
Insert the following two new Items to the list of Item Nos. at the  
bottom of **Subsection 4.05.9**:

"4.05 ACP REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.

4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT  
(BUS STOPS)(PIGMENTED) C.Y."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;

Delete the text under Subsections (a), (b), (c), (d), (h), (i), and (m), in their entirety;

Substitute the following revised text:

- "(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
- (c) System Ram: Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz - 2 DIMMSs
- (d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."
- "(h) Video Display Card: HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
- (i) Monitor: 22" W; 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor."
- "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer."

2. Refer to Page 366, Subsection 6.40.2.(C)(c)(2)(b);

Delete the text under Subsection (b), which begins with the words

"(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;  
Substitute the following revised text:

- "(b) ~~One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."~~

3. Refer to Page 367, **Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU)**, first paragraph;  
Delete the text in the first paragraph of **Subsection 6.40.3.**, in its entirety;  
Substitute the following revised text:

**6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU).** In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;  
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;  
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;  
Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

6. Refer to Page 496, Subsection **7.20.4. METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";  
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4:**

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, Subsection **6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;  
Delete the text under **Subsections (g) and (k)**, in their entirety;  
Substitute the following revised text:

- "(g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
- (k) Network Interface: Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, Subsection **6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;  
Delete the text under **Subsection (a)**, in its entirety;  
Substitute the following revised text:

- "(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."



**[Added 08-09-2012]**

9. Refer to Page 366, **Subsection 6.40.2.(C) (c) (2) (b)**, as amended by Article 2 on page A1-2 of this Addendum;  
Delete the text under **Subsection (b)**, in its entirety;  
Substitute the following words: **"(b) (No Text)."**

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;  
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;  
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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**[Added 11-26-2012]**

11. Refer to Pages 504 through 508, **SECTION 7.88 - Rodent and Waterbug Pest Control**;  
Delete **Section 7.88**, in its entirety;  
Substitute **SECTION 7.88 (Revised)**, as contained on the following pages A1-2d through A1-2i.

**[Added 02-08-2013]**

12. (NO TEXT)

## **SECTION 7.88 (Revised)**

### **Rodent and Waterbug Pest Control**

**7.88.1. DESCRIPTION.** The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.

**7.88.2. MATERIALS.** All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall not be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

#### **(A) SUBMITTALS**

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

**7.88.3. PERSONNEL.** The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.

**7.88.4. METHODS.** Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. During Construction - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

#### (D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

**7.88.5. EDUCATION & TRAINING.** The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

#### **7.88.6. RECORDS AND REPORTS.**

##### **(A) GENERAL**

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

##### **(B) SURVEY AND MONITORING WORK**

(1) Prior to Construction – Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

##### **(C) RODENT AND WATERBUG CONTROL WORK**

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

**7.88.7. NONCONFORMANCE.** If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

**7.88.8. MEASUREMENT.**

**(A) RODENT INFESTATION SURVEY AND MONITORING**

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

**(B) RODENT BAIT STATIONS**

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

**(C) BAITING OF RODENT BAIT STATIONS**

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

**(D) WATERBUG BAIT APPLICATION**

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

**7.88.9. PRICES TO COVER.**

**(A) RODENT INFESTATION SURVEY AND MONITORING**

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK

**[Added 05-24-2013]**

13. Refer to Page 366, **Subsection 6.40.2.(C) (c) (1) (m) Software Requirements**, as modified by Article 1 on page A1-2;  
Delete the text under **Subsection (m)**, in its entirety;  
Substitute the following revised text:

“(m) Software Requirements: Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer.”

**[Added 09-04-2013]**

14. Refer to Page 384, the end of **Section 6.44 - White and Yellow Thermoplastic Reflectorized Pavement Markings**;  
Insert new **SECTION 6.44 PO**, after **Section 6.44**, as contained on the following pages A1-2k through A1-2m.

**[Added 02-10-2014]**

15. Refer to Pages 393 and 394, **SECTION 6.52 - Uniformed Full-Time Flagperson**;  
Delete **Section 6.52** on pages 393 and 394, but do not delete examples on pages 395 and 396;  
Substitute **SECTION 6.52 CG**, as contained on the following pages A1-2n and A1-2o.



## SECTION 6.44 PO Lane Pavement Overlay

**6.44PO.1. DESCRIPTION.** This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

**6.44PO.2. REFERENCES.**

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

**6.44PO.3. SUBMITTALS.**

- A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
- B. Written and published specification for the application of the selected asphalt pavement coating.
- C. Confirmation of coating color.
- D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

**6.44PO.4. MATERIALS.**

The following table outlines minimum performance properties of a typical asphalt pavement coating.

Characteristic	Test Specification	Measured result
Durability: Taber Abrasion resistance	ASTM D-4060 7 day cure, H-10 wheel (wet test)	< 5.0 g/1000
Water sensitivity	ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery:	< 10% < 1.0%
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	New York City Bike Lane Green $\Delta E < 1.5$
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color $\Delta E < 1.5$

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc.  
1509 S. Kaufman Street  
Ennis, TX 75119

Integrated Pavement Concepts, Inc.  
102-17957 55th Avenue  
Surrey, BC Canada V3S 6C4

Crafco, Inc.  
420 N. Roosevelt Avenue  
Chandler, AZ 85226

**6.44PO.5. METHODS.** The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

**6.44PO.6. MEASUREMENT.** The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

**6.44PO.7. PRICES TO COVER.** The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
6.44 POG	GREEN BICYCLE LANE PAVEMENT OVERLAY	S.Y.
6.44 POR	RED BUS LANE PAVEMENT OVERLAY	S.Y.

## **SECTION 6.52 CG**

### **Crossing Guard**

**6.52CG.1. INTENT.** This section describes the employment of full-time uniformed crossing guards to direct and detour traffic.

**6.52CG.2. DESCRIPTION.** The Contractor shall furnish an adequate number of competent crossing guards to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.

**6.52CG.3. METHODS.** All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained in controlling vehicular and pedestrian traffic by a recognized training program such as that provided by the American Traffic Safety Services Association, the National Safety Council, unions or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and procedures to be used by them shall be in compliance with the requirements of Chapter 6E. FLAGGER CONTROL, in the Federal "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009 Edition, or later edition, and shall each be equipped with an active two-way radio.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of certified crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item.

**6.52CG.4. MEASUREMENT.** The quantity to be measured for payment shall be the number of person-hours of uniformed crossing guard service actually performed, as authorized by the Engineer. Laborers who are not full-time crossing guard will not be measured for payment as crossing guards under this or any other item. Each uniformed crossing guard shall be required to work a minimum of eight (8) hours a day and the Contractor will be given a minimum of twelve (12) hours advanced notice by the Engineer as to when to furnish a crossing guard.

**6.52CG.5. PRICE TO COVER.** The contract price per person-hour shall cover the cost of all labor, materials, equipment, and insurance necessary to employ a uniformed full-time crossing guard, and equip him/her with safety vests, hard hats, and signaling devices, including all other incidental costs necessary to control and detour traffic, as shown on the Contract Drawings, the Examples #1 and #2 on pages 395 and 396 (excluding worker acting as a flagperson "A" in Example #2), or as directed by the Engineer.

Payment for flagperson "A" in Example #2, shall be deemed to be included under other items of work, as appropriate.

Where there is no scheduled item for Crossing Guard, the cost of furnishing Crossing Guards as required shall be deemed included in the unit price bid for the Maintenance and Protection of Traffic item.

*Payment will be made under:*

Item No.	Item	Pay Unit
6.52 CG	CROSSING GUARD	PERSON-HOUR (P/HR)

[Added 02-24-2014]

16. Refer to Pages 480 and 481, **Subsection 7.13.2.(B) MAINTENANCE OF STREETS**, 4<sup>th</sup> paragraph, beginning with the words "The Contractor shall maintain the traveled way . . . ;  
Delete the 4<sup>th</sup> paragraph, in its entirety;  
Substitute the following text:

"The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not be limited to, stairways, promenades, esplanade areas, and sidewalk, including those fronting his office and the Engineer's field office all of which will be the responsibility of the Contractor."

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: HBPED100M  
(Re-Bid 1)

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N. 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: December 09, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The Provisions contained in this Addendum (A2-Pages) are Project Specific Special Provisions. These Provisions modify and supersede portions of the NYSDOT Standard Specifications.

(NO TEXT ON THIS PAGE)



## SPECIAL PROVISIONS

### INDEX TO SPECIAL PROVISIONS

1. Scope of Work and Description
2. Coordination With Utilities
3. Schedule of Operations
4. Project Signs
5. Record As-Built, Shop, Working Drawings, and Electronic Media
6. Progress Photographs
7. Permits, Laws, Etc.
8. Superintendent
9. Holiday Embargo
10. Work Hours and Night Work
11. Access for Inspection
12. Responsibility of Contractor for Plant and Methods
13. Contractor Site Maintenance
14. Shoring of Existing Structures
15. Encroachments
16. Temporary Protective Shields
17. Vertical and Horizontal Clearances
18. Construction Signs
19. Environmental and Navigational Requirements for East River
20. U.S. Coast Guard Bridge Administration General Construction Requirements
21. Safeguarding Existing Buildings and Structures
22. Investigation Reports and Existing Drawings
23. Job Meetings
24. Maintenance
25. Inspection of Contract Site and Existing Superstructures
26. Existing Structures and Dimensions
27. Work Zone Traffic Control
28. Safe Load Criteria During Construction
29. Noise Control
30. Dust Control
31. Emergency Contact Person
32. Restoration of Damaged Areas
33. Paint Data for New Steel for Reference
34. Progress Video Movie
35. Guarding Work Site Against Vandalism
36. Storage
37. Parking of Vehicles
38. Right-of-Way
39. Painting Contractors Certification Requirement
40. Electrical Safety
41. Emergency Response
42. Contractor's New York City Telephone Tie-Line
43. High Wind Precautions
44. Containment Adjacent to Lanes of Traffic
45. Spray Painting
46. Contractor's Responsibility During Construction

47. Responsibility of Contractor for Plant and Methods
48. Fire Protection
49. Fall Protection Requirements
50. Dust/Paint Sensitive Items
51. Graffiti Removal at Work Site
52. Salvage - Lighting Standards and Luminaries
53. Standard Specification Section 831, Specification for Painting
54. Standard Specification Section 832, Specification for Lead Paint Removal - Worker/Environmental Protection and Waste Handling Specification
55. Additional Requirements for the Demolition/Repair of Steel Coated With Lead Paint
56. Cost Of Galvanization
57. Application of City of New York Environmentally Preferable Purchasing (EPP) standard
58. Landscaping - Special Experience Requirements
59. Accident Reporting
60. Modification to Item 610.1101 M - Mulch for Planting Type A, B & D - Wood Chips and Shredded Bark
61. Modification to Item 11609.260201 M - CONCRETE CURB, STEEL FACED (NYC) TYPE D
62. Modification to Item 11607.4009 M - STEEL PICKET FENCE
63. Asian Longhorned Beetle
64. Protection of Private Property
65. Nondestructive Testing (NDT) of Welds
66. Working Over Water
67. Project Safety and Health Plan
68. Unclassified Excavation and Disposal
69. Modification to Item 670.10010004 M - DECORATIVE LIGHT POLES WITH ONE LUMINAIRE
70. Price to Include

#### APPENDIX A- Traffic Stipulations

## 1. SCOPE OF WORK AND DESCRIPTION

The work under this contract shall include, but not be limited to, the following:

1. Demolish existing reinforced concrete pedestrian bridge that spans over the Northbound FDR Drive Roadway. In addition partial removal of the supporting concrete tower. Other removals include the esplanade walkway, utilities, lighting, trees and connecting stairwell.
2. Construct new ADA compliant bridge along existing esplanade and replace span over FDR Northbound Drive including new abutments, wingwalls, piers, pile supported foundations, gratings, railings and ornamental fencing.
3. Install new connecting ADA compliant Ramp between existing 81<sup>st</sup> street sidewalk and elevated promenade.
4. Install new lighting on structures.
5. Install new landscaping along existing esplanade including new stone boulders, shrubs, trees, asphalt pavers, and railings.
6. Modify existing structures to accommodate new ramps and Install ornamental fencing.
7. Modify existing pier along DFR Drive to support new bridge span.
8. Modify existing approaches to accommodate new ramps.

### General Requirements

The Contractor's attention is directed to the fact that, due to the nature of rehabilitation projects, the exact extent of rehabilitation work cannot always be accurately determined prior to the commencement of work. These contract documents have been prepared, based upon field inspection and other information available at the time. Actual field conditions may require modifications to the construction details or work quantities or both. The Contractor shall therefore perform the work to meet field conditions, and protect adjacent surfaces.

The Contractor's attention is directed to the fact that much of the work to be performed under this Contract is over a river, roadways, City streets as well as parklands. It is therefore mandatory that extreme care and all precautionary measures for "No-Drop Zone" be exercised.

It is assumed that the Contractor has inspected the site of the bridge before bidding to assess and familiarize himself with the existing conditions and to judge for himself the extent and nature of the work to be done under this Contract, and that by bidding, he agrees that the project can be constructed within the limitations, procedures and as specified in the Contract Documents.

In order to complete the work within the prescribed schedule and to minimize the inconvenience to the motorists, pedestrians and the public, the Contractor shall adhere to the procedures as specified in the Contract Documents.

The Contractor shall be required to maintain and protect traffic for the duration of the Contract. Special precautionary measures as described hereinafter shall be taken during the demolition to prevent materials from falling into areas beneath the bridge.

Contractor shall provide such protective measures as protective shields, personnel and debris nets, warning and traffic signs, barriers and fencing around the demolition and construction areas.

The Contractor's attention is directed to the fact that the Engineer has the ultimate authority to control work zone traffic control (WZTC) and lane closings, on a case-by-case basis. It shall be the responsibility of the Contractor to coordinate his actions with all other contractors working on the project site.

The Contractor shall note well that he has to compromise with other Contractors for lane closings, as ordered by the Engineer. Closings may not be available when the Contractor prefers, and he shall coordinate accordingly with other Contractors. The Engineer will act as arbiter and make final decisions where agreements cannot be mutually obtained among the contractors.

The work shall include the furnishing of all labor, materials, plant, insurance, equipment and incidentals required to satisfactorily complete the project as required within the prescribed schedule in accordance with the Contract Documents.

## **2. COORDINATION WITH UTILITIES**

All known public and private utility lines within or adjacent to the site of the work are shown based on the best available information in their existing approximate locations on the Contract plans. The Contractor is cautioned that these locations are neither guaranteed nor is there a guarantee that all such lines in existence have been shown on the plans.

The Contractor shall conduct its operations to prevent damage to such, all public and private, utility lines within or adjacent to the site of the work. The Contractor shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage.

Where existing utilities are located within the contract limits, the Contractor will be required to give the proper City agency(s) and the various owning companies at least 72 hour notice before doing any work, in accordance with the provisions of NYCRR Part 753 (also cited as Industrial Code 53 or Code Rule 53), relating to construction,

excavation and demolition operations at or near underground facilities. THE CONTRACTOR IS ADVISED THAT THE PROVISIONS OF 16 NYCRR PART 753 DO NOT APPLY TO CITY OWNED UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF THE CITY OWNED UNDERGROUND DISTRIBUTION SYSTEMS. THE CONTRACTOR SHALL MAKE HIS OWN FIELD OBSERVATIONS AND RESEARCH THE CITY'S RECORDS TO DETERMINE THE LOCATION OF SUCH FACILITIES BEFORE THE COMMENCEMENT OF EXCAVATION.

The Contractor shall satisfy himself as to the exact locations of utility lines and shall protect and support in a suitable manner all utilities encountered in its excavating and trenching operation. If the nature of the damage to these utilities is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.

If utility relocation becomes necessary during the construction phase as a result of more precise location data or other changes that might develop, these relocations are to be performed by the owner and at the owner's cost with coordination by the Contractor. Suitable time frames for these additions shall be coordinated between the Contractor and the Utility Company. Such time frames are not to be included within previously established time frames.

### **3. SCHEDULE OF OPERATIONS**

It shall be the Contractor's responsibility to coordinate his work with other Agencies before any work is commenced.

Scheduling of construction operations is the responsibility of the Contractor. Therefore, the Contractor shall determine the most feasible system operations commensurate with his abilities, and submit a schedule of operations as required by the Contract Documents. The system selected shall be subject to approval by the Engineer. The requirement for the system is included to assure adequate planning and execution of the work and to assist the Engineer in appraising the reasonableness of the proposed schedule and to evaluate the progress of the work.

The Contractor's schedule shall reflect the most logical time estimate based on the Contractor's ability to complete the project quickly and efficiently. The schedule shall include as a minimum, the following:

- A. A sufficient number of detailed construction activities necessary to fully describe the various stages of construction at the bridge site.
- B. Construction and administrative activities performed by others which are necessary to support the Contractor's activities shall be shown. This would include activities performed by the various utility companies.

- C. Requirements for work to be performed beyond the normal work day and work to be performed on Saturdays, Sundays and holidays.
- D. A scheduled time for completion of each stage of construction.
- E. Lead time for submittal and approval of samples of materials and shop drawings.
- F. Lead time for fabrication of materials.

The Contractor shall update the schedule's changes if field conditions or construction activities warrant, or as ordered by the Engineer, with updated copies of the schedule which reflect the current status of construction activities and projected activities. Such alternate sequence shall not increase the contract price or result in an additional cost to the City.

#### **4. PROJECT SIGNS**

Project signs shall be provided in accordance with the provisions of NYCDOT Standard Highway Specifications, Section 1.06.46. No direct payment will be made for the project signs. All costs shall be deemed to be included in all scheduled items.

#### **5. RECORD AS-BUILT, SHOP, WORKING DRAWINGS AND ELECTRONIC MEDIA**

The preparation and furnishing of record as-built, shop, working drawings and electronic media will be performed by the Resident Engineer (R.E.I.) or Construction Support Services (C.S.S.) Consultants under separate contracts. However, the Contractor shall coordinate with R.E.I. or C.S.S. and provide the R.E.I. and C.S.S. with all relevant information for the preparation of record as-built, shop, working drawings and electronic media.

The Contractor shall prepare and furnish all information required to prepare record as-built, shop, working drawings and electronic media in accordance with this special provision and the following:

1. Latest specifications of the New York City Parks Department Map File Division. Parks standards may be obtained from Capital Projects Division, City of New York/Parks and Recreation, Olmsted Center, Flushing Meadows-Corona Park, Flushing, New York 11368, phone number 718 760-6798.
2. NYCDOT Standard Highway Specifications for the preparation of As-Built Drawings and latest revisions thereof (Section 1.06.14).
3. ANSI (American National Standards Institute)/ ASME (American Society of Mechanical Engineers) / IEEE (Institute of Electrical and Electronic Engineers) Standards, latest edition, as revised by this document and the NYSDOT reference: "Standard Specification for Highway Bridges (SSHB)" The

Standards to be used include, but are not limited to, the following:

- Y10.1-1972 - Glossary of Terms Concerning Letter Symbols
- Y14.1-2005 - Decimal Inch Drawing Sheet Size and Format
- Y142M-2003 - Line Conventions and Lettering
- Y14.38-2007 - Abbreviations and Acronyms

ANSI Standards may be obtained from American National Standards Institute, 11 West 42<sup>nd</sup> Street, New York, New York, 10036.

ASME Standards may be obtained from American Society of Mechanical Engineers, 3 Park Ave, New York, New York, 10016-5990.

#### Submission of Shop and Working Drawings

Preparation and submission of Shop & Working Drawings shall be done in accordance with the provisions of NYCDOT Standard Highway Specifications, Section 1.06.13.

#### **6. PROGRESS PHOTOGRAPHS**

Progress photographs shall be taken in accordance with the provisions of NYCDOT Standard Highway Specifications, Section 1.06.45.

#### **7. PERMITS, LAWS, ETC.**

- A. The Contractor at its sole cost and expense, shall obtain all necessary permits, issue all required notices, pay all legal fees and comply with all Federal, State and Municipal laws, rules, ordinances, and regulations, required for this Contract, all of which shall be performed or furnished by the Contractor at its sole cost. The Contractor shall be solely responsible for any additional fees or penalties as required by the Agencies due to re-issuance or expiration of permits.
- B. New York City Department of Design and Construction (NYCDDC) is in the process of obtaining the NYSDEC/US Army Corps Joint Application Tidal Wetlands permit, which will be provided to the Contractor after being awarded the project. No work shall proceed until the NYCDDC has obtained the said permit.
- C. Agencies and/or entities with which the Contractor may be directly or indirectly involved for permits, permissions, notifications and coordination include the following including the respective successors:
  - 1. New York City
    - a. Department of Transportation (Signal. Engineering Section, Division of Street Lighting, Etc.)

- b. Police Department
- c. Fire Department
- d. Office of Construction Mitigation and Coordination (OCMC)
- e. Department of Environmental Protection.

2. Community Board 8

3. US Coast Guard

The agencies with which the Contractor may be directly or indirectly involved for permits, permissions, notifications, and coordination are, but not limited to, the following:

**New York City**

Department of Parks & Recreation  
Capital Projects Division  
Olmsted Center  
Flushing Meadows-Corona Park  
Flushing, New York 11368  
Attn.: Ms. Denise Shanks-Brown  
Ph.: 718 760-6713.

Department of Parks & Recreation  
Assistant Commissioner of Citywide Services  
5 Boro Complex  
Randall's Island  
New York, NY 10035  
Mr. Artie Rollins  
212-410-8905

Department of Transportation  
Specialty Engineering & Construction  
55 Water Street  
New York, NY 10041  
Attn: Mr. George Klein, PE

Manhattan Borough President's Office  
Topographical Bureau  
1 Centre Street. - 19th Floor  
New York, NY 10007  
Attn: Mr. Anthony Gulotta  
Consulting Engineer  
(212) 669-2224

Deputy Commissioner  
NYCDOT Traffic Operations  
28-11 Queens Plaza North, 8th Fl  
Long Island City, NY 11101  
Attn: Mr. Gerard Soffian



Assistant Chief of Intersection Design  
NYCDOT Bureau of Traffic  
34-02 Queens Boulevard  
Long Island City, NY 11101  
Attn: Mr. Michael LeFosse

Assistant Commissioner of OCMC  
NYCDOT  
Construction Mitigation & Coordination  
55 Water Street, Concourse Level 1  
New York, NY 10041  
Attn: Mr. Jay Jaber, P.E.

Manhattan Borough Engineer  
NYCDOT  
59 Maiden Lane, 37th Fl  
New York, NY 10038  
Attn: Mrs. Ouida Russell

Bronx Borough Engineer  
NYCDOT, Traffic Signs (Bronx)  
1400 Williamsbridge Road, 2nd Floor  
Bronx, NY 10461  
Attn: Mr. William Lee

Bureau of Signals and Street Lighting  
34-02 Queens Blvd., 2nd Floor  
Long Island City, NY 11101  
Attn: Ms. Marguerite Riskalla  
(718) 786-4715

New York City Transit (Bus Operations)  
2 Broadway, Room B17.50  
New York, NY 10004  
Attn: Ms. Sarah Wyss

Police Department Communications Bureau  
One Police Plaza  
New York, NY 10038  
Attn: Mr. Thomas Gagone  
(212) 374-6765, (646) 610-6765

Fire Department, Communications Bureau  
9 Metro Tech, 7<sup>th</sup> Floor  
Brooklyn, NY 11201  
Attn: Capt. Paul Conlon  
(718) 855-8571

New York City Department of Environmental Protection  
Bureau of Sewers  
59-17 Junction Blvd.  
Low Rise, 3rd Floor, Section A  
Corona, NY 11368  
Attn: Mr. Mr. James Garin, P.E  
(718) 595-5176

**United States Government**

First Coast Guard District  
Battery Park Building  
New York, NY 10004  
Attn: Joe Arca  
(212) 668-7061

**New York State**

New York State Department of Environmental Conservation  
47-40 21<sup>st</sup> Street  
Long Island City NY 11101  
(718) 482-4997

**Private Companies**

Consolidated Edison Company  
4 Irving Place,  
Rm. 1734  
New York, NY 10003  
Attn: Mr. Donald Soldiviero  
(212) 460-4834

Verizon  
1 Cross Island Plaza  
Rm. 227A  
Rosedale, NY 11422  
Attn. Mr. James J. Courtney  
(718) 977-8142

National Grid  
1 Metrotech Center 15<sup>th</sup> Floor  
Brooklyn, NY 11201  
Attn: Mr. Gus Klidas  
(718) 963-5612  
Time Warner Cable  
109-15 14th Ave.  
College Point, NY  
Attn: Mr. Paul Fucci  
(718) 888-4232

## **8. SUPERINTENDENT**

The Contractor shall have a fully competent superintendent in charge of the work at the site. Any superintendent or employee shall be removed forthwith if the Contractor, the Engineer or its designated representative deems such individual to be careless or incompetent.

## **9. HOLIDAY EMBARGO**

A special Holiday Construction Embargo shall 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.

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- \* 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>

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.

**10. WORK HOURS AND NIGHT WORK**

When the Contractor performs work at night, the work site shall be illuminated to intensity as required by applicable regulations, but not less than 50 Lux (5 foot candles). In addition, for the purposes of inspection by the Engineer, the Contractor shall provide factory lighting of an intensity of 500 Lux (50 foot candles) over any area designated by the Engineer. The Contractor shall furnish to the Engineer a light meter capable of measuring all required light intensities, and maintain same operable throughout the Contract.

**11. ACCESS FOR INSPECTION**

At all times the Contractor shall provide full and unlimited access for the Engineer or the City's representative to inspect the work for the duration of the Project. The Contractor shall also provide access for the Engineer to inspect the structure within the limits of the Contract to determine the need for additional work.

In addition, the means of access shall be available for the use of the Engineer or the City's representative for at least six normal working hours prior to the start of the Work at each location to allow the Engineer to make a detailed inspection, with the Contractor, of the existing conditions. For items of work requiring shop drawings, the access shall be provided prior to the submission of the shop drawings.

The means of access shall continue to remain available for the use of the Engineer or the City's representative until the final acceptance of the work.

The Contractor shall provide access to the substructure units by means of scaffolding or access equipment. This access shall be given to the Engineer in advance of the anticipated work. The Engineer shall determine when the access shall be provided.

These works shall be done at no additional cost to the City.

**12. RESPONSIBILITY OF CONTRACTOR FOR PLANT AND METHODS**

The plant, equipment, scaffolding, methods, appliances and procedures shall be such as will secure a satisfactory quality of work, safe and adequate means for both work performance and inspection, and a rate of progress which, in the opinion of the Engineer, will insure the completion of the work within the time specified.

If at any time before the commencement or during the progress of the work, or any part of it, such plant equipment, scaffolding, methods or appliances appears to the Engineer to be unsafe, inefficient or inadequate for securing the safety of the workers, structure, the quality of the work or the rate of progress required, he may order the Contractor to increase their safety and efficiency or to improve their character and the Contractor shall comply with such orders. Failure of the Engineer to make such demands shall not relieve the Contractor of his obligation to secure the safe conduct, the quality of work and the rate of progress required by the Contract, and the Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, equipment, scaffolding, appliances and methods.

### **13. CONTRACTOR SITE MAINTENANCE**

#### Secure Storage of Hazardous Materials

The Contractor shall be responsible for the secure storage of materials which are known through the ordinary course of business and experience in the trade to be flammable, toxic or otherwise harmful. Further, the Contractor shall exercise due diligence and reasonable care to ensure that such hazardous materials are utilized safely, in a manner consistent with the manufacturer's intended purpose.

#### Site Inspection

The Contractor shall subject the site to routine inspection by persons duly qualified to perform such functions, without prior notice. In relation thereto, the Contractor as regards to inspection violations shall at the direction of the Engineer or other such duly authorized person, remedy all conditions said to be in violation. If the violations are not resolved within 24 hours or sooner, as ordered by the Engineer, the City of New York reserves the right to remedy violations with in-house forces. In the event that the City incurs expenditures because of the Contractor's failure to remedy known violations, then it shall be understood that the City shall be entitled to reimbursement from the Contractor.

The Contractor shall be responsible for maintaining the site (work area) in accordance with the following:

- A. Stacking - All materials shall be stacked and protected in places convenient to the site at designated storage areas. Stacking and protection shall be done in a manner satisfactory to the Engineer.
- B. Restacking - If it should become necessary to remove and restack materials, deemed unsafe or detrimental to the material by the Engineer, the Contractor shall remove and restack such materials as directed, at his own expense.
- C. Project Sign - The Contractor shall post and keep posted, on the outside of his field office, exterior fence or wall at the site of work, a legible sign giving full name of the company, address of the company and telephone numbers of responsible representatives of the

firm who can be reached in event of an emergency any time when there is no representative or watchman at the site.

- D. Removal of Rubbish - The Contractor shall be responsible for the removal of all existing and future rubbish and debris from the site of the project for the duration of the Contract. He shall remove all piles of rubbish, debris, waste material and wood crating as they accumulate and when directed by the Engineer, and he shall cart them away from the site. He shall employ and keep engaged for this purpose an adequate force of personnel.
- E. Disposal of Removed Material - Except as may be otherwise specified herein, all materials which are removed from existing installations shall become the Contractor's property and shall be disposed of by him away from the site.

#### 14. SHORING OF EXISTING STRUCTURES

When temporary shoring of existing structures is required, the method and procedure of shoring and of providing temporary supports required shall be developed by a licensed New York State Professional Engineer engaged and paid for by the Contractor. Such method and procedures for shoring shall be submitted to the Engineer for review and approval at least 30 days prior to installation.

No reconstruction work shall be done on the portion of the structure which requires shoring or temporary support until the structure has been adequately shored or temporarily supported in order to carry the design loads.

#### 15. ENCROACHMENTS

The Contractor is responsible for all inquiries, searches and protective measures associated with any subsurface, surface or overhead lines (water mains, sewers, gas mains, electrical lines, fire lines, telephones lines, etc.) in the work area.

#### 16. TEMPORARY PROTECTIVE SHIELDS

Due to the condition and activities existing at the location of this contract, the Contractor will be required to provide, maintain and remove shielding for a specific level of protection in certain areas, in addition to complying with all Federal, State and Local laws and regulations and the requirements contained in the Special Provisions and the Standard Specifications pertaining to the safety and health of individuals and the protection of property.

The protective shield shall be continuous over the limits of the work area when work is performed above live traffic. The shield shall extend at least 10 feet beyond the particular work area limits. Vertical shielding shall be provided along the ends and sides to prevent waste, concrete, debris or any other material from falling

onto the areas below. Horizontal working platforms (protective shields) shall be designed for a live load of 200 psf or a single concentrated load of 2000 pounds applied at the most critical point, whichever produces higher stresses. These design loadings are based on the engineering judgment for the type of reconstruction work involved for this contract. However, the Contractor shall be completely responsible to control the removal operations such that the actual loading is always below the specified design loading limits.

The Contractor shall submit detailed drawings and calculations to the Engineer-in-Charge prior to erecting shields. The drawings and calculations shall be stamped by a Professional Engineer licensed in the State of New York, employed and paid by the Contractor. The Engineer-In-Charge will review and approve the details only as to the methods of erection and as to whether or not the proposed installations will provide the level of protection required at the various locations. (It is the Contractor's responsibility to design these protective shields to meet the design loading, dust and spark tightness, and fire retardant provisions detailed on the Construction Staging Drawings).

The Contractor shall not place any of the new structural members on the protective shields, nor will he be permitted to stockpile materials or equipment on these shields. The protective shields are to be kept clean and clear of debris as directed by the Engineer.

If approved by the Engineer, the shield may be attached to those parts of the existing structure which are to remain.

The Contractor will be required to provide, maintain and remove protective shields in all zones designated as "No Drop Zone" on the plans. In addition, all areas within the FDR drive active lanes shall be considered a "NO Drop Zone". The construction of the protective shields shall be completed prior to the start of any work over any particular area. The Engineer will be the sole judge as to whether or not sufficient protection has been provided to perform the work over any particular area.

The installed protective shields shall not infringe on any minimum vertical clearance shown on the Plans or access and egress below the bridges except where permitted by the Contract Plans.

To minimize the inconvenience to the users of the property on, below and adjacent to the bridge, the Contractor will be required to complete the installation of the protective shield over any particular area except for vertical and horizontal shields over the railroad tracks within five (5) days. Subsequent removal must also be completed within five (5) days. For the installation and removal of protective shields over the railroad tracks, the City will establish a force account with Metro-North Railroad for the closure of these tracks as required and will be shown on the contract plans.

The protective shields shall remain in place until all work over any particular area has been completed and shall be removed only when ordered by the Engineer. Prior to removal, the shields shall be cleaned of debris to the satisfaction of the Engineer.

If during the actual construction the Engineer deems that the protection devices are not providing the desired level of protection or that the Contractor has failed to properly maintain the devices, all work at the affected location shall cease until corrective measures acceptable to the Engineer are completed.

The Contractor shall repair, at no additional cost to the City, all damage to the structures resulting from the use of these devices. All repair methods shall be acceptable to the Engineer.

The cost of the above noted work shall be included in the prices bid for the various items of work. No separate payment shall be made.

#### **17. VERTICAL AND HORIZONTAL CLEARANCES**

Vertical Clearance: The Contractor shall verify elevations and clearances from his construction bench marks prior to erecting scaffolding or protective shields in order to insure that the minimum vertical clearance will be maintained.

Horizontal Clearance: The Contractor is alerted to the fact that there is less horizontal clearance between piers at the spans over the East River Drive. The Contractor is responsible for determining the actual distances for horizontal clearances at all locations which he must use to perform the work in this contract, and use this information in planning and placing all devices, materials, etc., to accomplish the work safely.

#### **18. CONSTRUCTION SIGNS**

All construction signs shall each have the following identification text placed on the back of the sign unobstructed by the sign support:

The Name of the Contractor  
New York City Department of Design & Construction  
City of New York Parks and Recreation  
Contract No.

The letterings shall be in indelible black color, and 3 inches high.

#### **19. ENVIRONMENTAL AND NAVIGATIONAL REQUIREMENTS FOR EAST RIVER**

- a. Two (2) copies of the Contractor's plan, schedule and sequence of operations, as approved by the Engineer, shall be submitted to the Commander, First Coast Guard District, The Battery Park Building, New York, New York, 10004, Attention: Bridge Administrator, for approval preferably 60 days prior to any work over or in the



waterway. The schedule shall also include the daily hours of operation. In addition, a sketch of the project area shall be submitted showing the following: 1) the waterway, 2) the bridge, 3) the location of any restrictions that will be placed in the waterway such as barges, anchors and anchor ties, 4) the location, height above mean high water and detailed description of any scaffolding or netting to be used. The schedule shall indicate whether waterborne equipment will remain in the waterway at night. The Contractor will be required to comply with provisions of the Navigation Rules International - Inland, copies of which are available from the Superintendent of Documents, US Government Printing Office, Washington, DC, 20402. Refer to Stock No. 022-003-92759-0. Request the most recent edition. No deviation from the approved plan and schedule of operations will be permitted unless the modification has previously been submitted and approved.

- b. The Contractor is advised that in conjunction with the Port Security Provisions for the Port of New York and New Jersey various security and safety zones are now and may continue to be in place during this Contract. As a result of the September 11, 2001 incident, a 25-yard security or exclusionary areas has been established around all bridge piers. No person or vessel may enter these security areas without the approval of the Coast Guard Captain of the Port/Vessel Traffic Service for Activities New York as well as the Commander (OBR), First Coast Guard District. In conjunction with the request to operate in these waters, a complete list of all construction and vessel personnel or other persons that may enter the security zones shall be submitted to the Waterways Oversight Branch, US Coast Guard Activities New York, 212 Coast Guard Drive, Staten Island, NY 10305 Phone Number (718-354-4193/95). The list shall include the name of all persons, their Social Security No., and date of birth. The information on all personnel that will be on the piers, on the bridge, or on vessels working under the bridge shall be provided to the US Coast Guard at least 30 days in advance of any work at the sight. If, additional, or changes in personnel are required, the information identified above shall be transmitted as early as possible but not less than 96 hours in advance of their work on the bridge. After initial written approval for entry has been received, the bridge owner/contractor shall notify the Coast Guard (Vessel Traffic Service 718-354-4088) daily when work is to be performed and prior to personnel entering the security areas and upon securing for the day or leaving same.
- c. Every person, including the Contractor's employees, Subcontractors, and visitors when entering, leaving, or in the security zone, or embarking, disembarking or on a vessel, barge or harbor craft will be required to have in their possession and present upon request an identification credential. The identification must be tamper-proof (laminated or otherwise secure against tampering) and contain the full name, and a recent

photograph of the person, and bear the name and control number of the issuing authority.

- d. At no time during the reconstruction will the waterway be closed to navigation. All bridge temporary restrictions shall be requested in writing to be received at the Coast Guard office at least 15-30 days in advance. Approval of any temporary restriction will be dependent upon effect on navigation.
- e. There is expected to be no effective change in the horizontal or vertical navigational clearances as a result of subject reconstruction.
- f. Positive means shall be taken to prevent all hot work, debris or construction material from entering the waterway. This includes blast cleaning material, paint and any concrete work by-products as well as other material. If welding or burning is to take place, some type of flame-proof material shall be the uppermost protective containment material. All welding and burning shall cease upon approach of a vessel and shall not start again until the vessel is clear of the bridge. An observer or observers shall be stationed so as to have unimpeded view of both upstream and downstream access to the waterway area thereby assuring that all workmen can be alerted of a vessel's approach by appropriate mechanical means, such as an air horn.
- g. Instead of netting below the platform and because of the possibility of high winds, structural members may be secured to the work platform so as to project upward, with netting, canvas or other protective material securely attached. After work hours any scaffold under the main span shall be withdrawn up under the span or removed so vertical clearance is not reduced. If this is not possible then quick flashing red lights shall be mounted on each of the four lower corners. During daylight hours, warning signs for a 3 mile range shall mark the location of the work platforms. The signs shall face upstream and downstream so as to draw the mariner's attention to the fact that work is being performed over the waterway. A canvas dodger or netting shall be attached to the scaffold guardrail to prevent objects that bounce on the deck from bouncing off same and into the waterway.
- h. If permanent navigational lighting cannot be maintained operable, identical, temporary battery or power-operated lights shall be installed at the same locations. These temporary lights shall be visible for a distance of 2,000 yards on 90% of the nights of the year. Generally, a lamp of 20 candlepower will meet these requirements. The temporary lights shall be in place until the repairs have been completed or permanent navigational lighting has been reinstalled and determined to be operating satisfactorily. Plans for temporary lighting (if used) during periods of construction shall be submitted to the Coast Guard office for written approval. If temporary lights are not installed in the

same location as the permanent lights, specific information regarding proposed locations compared to the permanent position shall be provided to the Coast Guard. Deviations from the approved temporary lighting shall be permitted only upon written authorization from the Coast Guard.

- i. During the progress of work, should any material, machinery or equipment be lost, dumped, thrown overboard, or sunk so as to obstruct, interfere with or hazard navigation, immediate notice shall be given to the Coast Guard and the object removed as soon as possible. Until removal can be effected, the obstruction shall be properly marked in order to protect navigation. Notice to the Coast Guard shall give a description and location of any such object and the action taken or being taken to protect navigation and to remove the obstruction.
- j. Spillage of oil and hazardous substances is specifically prohibited by Section 311 of the Federal Water Pollution Control Act of 1972, as amended. Measures shall be taken including: (1) proper maintenance of construction equipment, (2) arrangement of fuel/hazardous substances handling areas so as to ensure that any spills are contained before reaching navigable waterways or their adjoining shorelines, (3) instructions to personnel not to dispose of oil/hazardous substances into drains or the navigable waterways directly or onto adjoining shorelines, and (4) other procedures to prevent spillage. If in spite of such planning oil/hazardous substances are spilled into a navigable waterway or adjoining shoreline, the US Coast Guard is to be notified immediately at 1-800-424-8802. A supply of an absorbent material shall be retained so that it may be rapidly deployed to soak up any spillage, without waiting for Coast Guard arrival on scene. The use of chemical dispersing agents and emulsifiers is not authorized without prior, specific, federal approval.
- k. It shall be the responsibility of the Contractor to ensure that channel depths are not affected by this work. Should it be suspected that channel depths have been impaired or that an obstruction resulting from the work may exist, the Contractor shall upon request of the Coast Guard or Corps of Engineers, provide the necessary equipment and personnel to undertake a survey to determine the presence of such impairment or obstruction. The cost for this work shall be the responsibility of the Contractor.
- l. If work is seasonal and will not be continuously performed (i.e., no construction during the winter months) over the waterway, the Coast Guard shall be advised when the construction/painting has been secured, and again in writing two weeks prior to commencement of construction/painting. Any relocation of work equipment is to be submitted for review and approval of the Coast Guard.

- m. Upon completion of the bridge work, an inspection of the waterway bottom shall be performed to insure that all bridge construction waste materials have been completely removed from the waterway. The Coast Guard requires certification in writing by a licensed engineer or land surveyor that the waterway has not been impaired and all construction related debris has been cleared from same. A bar sweep (wire drag) shall be used as the method of determining that the waterway is cleared of debris. The Contractor shall remove any bridge related debris, resulting from, the current or prior work or occurrences, discovered during this survey.
- n. During the periods of construction, each pier, abutment or other obstruction may be required to be lighted for the safety of navigation. The Coast Guard shall be contacted during construction plan development for a determination of any temporary lighting requirements. The Coast Guard shall be re-contacted if construction methods change from those submitted to the Coast Guard.
- o. The U.S. Government (Coast Guard) assumes no responsibility for any damages sustained or caused by the Contractor's equipment or barges being anchored or moored at the aforementioned location. Also, Coast Guard approval shall not act as a waiver of liability for any damage that may result from the Contractor's operation. This approval may be revoked and/or civil penalties imposed for failure to ensure that the above listed stipulations are adhered to or if work is determined to hazard or impair navigation
- p. If travelers are used by the Contractor over the navigable channels, the Coast Guard shall be notified one week in advance. The Contractor shall provide the Coast Guard with his day time and 24 hour telephone numbers in advance of the traveler use.
- q. Any temporary lighting installed by the Contractor shall be at the Contractor's sole cost. All questions should be directed to the Coast Guard via Joe Arca at (212) 668-7165.

## **20. U.S. COAST GUARD BRIDGE ADMINISTRATION**

### **General Construction Requirements**

- a. No channel restrictions may be made without written approval from the above office. Waterway closures or safety zones must also be requested 60-days in advance.
- b. All submissions to the Coast Guard for review and approval must first be approved by the *owner of the bridge or their authorized agent*. All submission of plans, scope of work, and schedules of operation must be sent to the First Coast Guard District, Bridge Branch Office.

- c. At least 30-days prior to commencement of any work, the First Coastguard District Bridge Branch Office must have for review and approval, a copy of the construction plans, contractor' schedule, preferably depicted in a time line graphic format, and the contractor's daily hours of operation. The construction plan package must show the following: (1) a plan of the entire waterway area in the vicinity of the project. (2) A detailed physical (sketch) description of the equipment positions any anchor lines, during working and off-hours are required, (3) In addition, a drawing must be included, if applicable, depicting any scaffolding or containment used indicating the location and the total vertical or horizontal channel reduction. All vertical clearance reductions below the girder must be clearly detailed on the drawings shown in total feet. (4) Emergency 24 hour telephone numbers for all responsible individuals for this project must be submitted to this office before any phase of construction begins in case of an emergency situation during off-hours.
- d. After work hours the scaffolding, if used, shall be drawn up under the span or removed so vertical clearance is not reduced. If this is not possible (when the affected leaf is authorized to be in the closed position) then quick flashing red lights must be mounted on each of the four lower corners. The placement of scaffolding must not interfere with the ability of a moveable bridge to open for vessel traffic. Moveable bridges must continue to operate according to their normal schedule unless special drawbridge operation regulation changes have been requested Warning signs must be posted on both sides of the bridge, visible for a 1-mile range, to warn mariners of the vertical clearance reduction. The signs shall face upstream and downstream so as to draw the mariner's attention to the fact that the clearance has been reduced.
- e. All barges placed in the waterway must be lighted with constant burning white lights on all four corners of the barge. The contractor is required to comply with all provisions of the Navigation Rules International-Inland, regarding the use of work barges or floating equipment in the waterway. Copies are available from the U.S. Government Bookstore, To order in person, visit the GPO Bookstore at 710 North Capitol Street N.W., Washington, DC (corner of North Capitol and H Streets) from 8:00 a.m.-4:30 p.m. EST. To order online, visit the U.S. Government Online Bookstore at <http://bookstore.gpo.gov>. To order by phone or inquire about an order, call toll-free 866-512-1800 or, in the Washington, D.C. metro area, call 202- 512-1800 from 7:00 a.m.- 9:00 p.m. EST. By fax, dial 202-512-2104.
- f. Placement of construction barges in the navigable channel shall be done so as to provide a minimum horizontal clearance reduction. Only one navigation channel of a swing bridge may be blocked by work equipment at anytime. Barges must be moved out of the navigable channel after working hours unless approved in writing by this office.

- g. Barges held in place by anchor lines must be marked by anchor buoys, which should be lighted.
- h. An as built survey must be taken at the beginning and upon completion of this project, approved by a professional Engineer or Land Surveyor verifying the bridge clearances.
- i. The on-scene Contractor must have a VHF-FM marine radio set to the bridge communication channels 16/13 or the designated channel for the bridge. Additional marine radios monitoring the above channels must also be maintained at the main control of any floating equipment or barges on station.
- j. The Resident Engineer and Contractor shall be equipped with a VHF-FM marine radio and will monitor channel 16/13 during hours of operation. The supervisors shall contact Coast Guard SECTOR NY-VTS via marine radio and establish radio contact before commencement of any hot work. In the event of a radio failure, a cellular phone backup shall be on hand and shall contact Coast Guard SECTOR NY-VTS at (718) 354-4088. Hot work cannot commence unless communication has been established with the Coast Guard. Positive means shall be taken to prevent any hot work, debris or construction material from entering the waterway. This includes sandblasting material, paint and any concrete work by products. If welding or burning is to take place, some type of flameproof material shall be the uppermost protective containment material. All welding and burning shall cease upon approach of a vessel and shall not start again until the vessel is past the bridge. An observer or observers shall be stationed so as to have unimpeded view of both upstream and downstream access to the waterway area thereby assuring that all workmen can be alerted of a vessel's approach by appropriate, mechanical means, such as an air horn. The project manager must contact the Coast Guard Sector New York-VTS after completion of any Hot Work.
- k. If permanent bridge navigational lighting cannot be maintained operational during any phase of this project, temporary battery/power lights must be installed at the same locations. These temporary lights must be visible for a distance of 2,000 yards on 90% of the nights of the year. Generally, a lamp of 20 foot candles will meet these requirements. Plans for temporary lighting shall be submitted to this office for written approved. Deviations from the approved temporary lighting shall be permitted only upon written authorization from this office. All newly constructed bridge piers, or in the process of demolition, must be lighted with red constant burning lights as well as all four comers of any cofferdams used during construction.
- l. Bridge protective fenders shall not be constructed or rebuilt with any metal surfaces on the rubbing face of the fender system. All bolts, spikes, or other metal fastening devices must be countersunk.

Metal splicing plates, if used, shall be mounted on back of outer Wales.

- m. All piles including those previously damaged or broken that are not being used in the new or repaired fender shall be extracted rather than cut off at the mud line. Upon completion of all fender repairs a bottom sweep is required to determine if any piles or debris are present in the waterway. A wire-drag sweep or side-scan sonar is the preferred method.
- n. No dredging, excavation, filling, rip-rap, or other work affecting the bottom shall be done in conjunction with this work, unless specifically specified in our approval.
- o. During the progress of work should any debris or equipment enter the waterway and become a hazard to navigation, immediate notice shall be given to the Coast Guard and the object remove as soon as possible. Until removal can be effected, the obstruction shall be properly marked.
- p. Spillage of oil and hazardous substances is specifically prohibited by the Federal Water Pollution Control Act, as amended. Approved spill containment equipment and absorbent material must be located at the project site in the event of a spill into the waterway or the shoreline. The Coast Guard must be notified immediately at (800) 424-8802.
- q. The Contractor is responsible to ensure that channel depths are not affected by this work. Any material, machinery or equipment lost, dumped, thrown into, or otherwise entering the waterway must be removed immediately. If immediate removal is impractical and the object entering the waterway could possibly obstruct or hazard navigation, the object must be marked immediately to protect navigation and the Coast Guard shall be notified as soon as possible. Upon request of the Coast Guard or Corps of Engineers, the bridge owner/Contractor shall provide the necessary equipment and personnel to determine the presence of any suspected obstruction in the waterway.
- r. This approval may be revoked and civil penalties imposed for failure to ensure that the above listed stipulations are adhered to or if work is determined to hazard or impair navigation.

**21. SAFEGUARDING EXISTING BUILDINGS AND STRUCTURES**

The Contractor shall conduct his operations to avoid damage to the existing structure and other facilities that are to remain in use. Should any damage occur as a result of the Contractor's operations, the Contractor shall restore, at his own expense, the damaged structures or facilities to their original condition or better in a manner acceptable to the Engineer, at no additional cost.

**22. INVESTIGATION REPORTS AND EXISTING DRAWINGS**

For available information contact:

Dhiraj Patel, P.E.  
NYC Department of Design & Construction  
30-30 Thomson Ave, 3rd Floor  
Long Island City, NY 11101  
718-391-2186(P), 718-391-2400(F)

**23. JOB MEETINGS**

The Contractor agrees to attend in person or by means of a representative duly recognized and approved by the Engineer, and to procure like attendance of all subcontractors required by the Engineer to be present, at any and all conferences called by the Engineer upon 24 hour notice thereof.

**24. MAINTENANCE**

The Contractor agrees that, should it be necessary for State, City or utility company employees to do maintenance or emergency work on or near the site of work, or to do any other work not part of the contract requirements deemed expedient by the Engineer, the Contractor will not cause any interference thereto, and the Contractor further agrees that he will not claim any damages or extra compensation if such maintenance or emergency work should result in delay to him in his work or cause him to move his equipment or other material or any other expense. If such work should delay the Contractor and cause him to move his equipment or materials, an extension of time for completion of the work will be considered as sufficient compensation.

**25. INSPECTION OF CONTRACT SITE AND EXISTING SUPERSTRUCTURES**

The Contractor shall personally inspect the job site and existing superstructures in order that he may be aware of existing conditions and be able to properly carry out construction as required by the Contract. The site visit date and time will be announced by NYCDDC in advance of the bid opening.

**26. EXISTING STRUCTURES AND DIMENSIONS**

Existing Structures

Dimensions shown on these Contract Plans have been obtained from available plans of the existing structures and limited field survey and may not accurately reflect actual field conditions. Accordingly, the Contractor will be responsible for making field measurements of all existing installations impacted by the new work to assure consistency with the proposed modifications. Any discrepancies in dimensions, character or extent of the existing features shall be brought to the attention of the Engineer before starting the work.



Shop drawings required for various items of the work shall indicate the actual field measurements and shall be so noted.

#### Existing Dimensions

The Contractor shall verify and shall be responsible for the accuracy of all dimensions and elevations of the existing structure indicated on the plans and shall call the attention of the Engineer to any errors or discrepancies that he may discover therein. The Contractor shall have no claim for damages that may result from following an error in regard to aforementioned dimensions and elevations indicated on the plans.

### **27. WORK ZONE TRAFFIC CONTROL**

The Contractor shall perform the work in strict accordance with the Office of Construction Mitigation and Coordination (OCMC) traffic Stipulations, as shown on the Contract Drawings, and the direction of the Engineer. In the case of a conflict, the Engineer's decision shall be final.

#### 1. General

Work Zone Traffic Control shall be provided in accordance with Section 619 of the NYSDOT Standard Specifications with latest revisions, the New York State Manual of Uniform Traffic Control Devices, Manual of Bureau of Traffic, NYCDOT and any provisions contained in the Plans and/or Proposal of this Contract.

#### 2. Changes to the Traffic Control Plan

Prior to the start of work, the Contractor shall submit any proposed changes to the Traffic Control Plan to the Engineer for approval. Any change which alters the basic concept of the plan must be approved by the NYC Department of Design and Construction or its designee and OCMC. The review process for changes to the Work Zone Traffic Control may require up to 3 months.

#### 3. Roadway Closure

The Contractor shall obtain all required permits and licenses prior to closing any roadway, sidewalk and/or bridge in order to minimize any project delays.

### **28. SAFE LOAD CRITERIA DURING CONSTRUCTION**

The Contractor is not allowed to use, engage or deploy any vehicle or equipment that may exceed loads legally permitted, or indicated on the plans for any of the existing structures within the limits of the contract. It shall be the Contractor's responsibility to obtain the

latest inspection report for the purpose of determining where possible conditions exist that have been identified or "flagged" to denote deterioration of the structure requiring remedial action. This information shall be used for determining loading restrictions.

Existing flagged conditions requiring repair in order for the Contractor to use his equipment will be repaired at no additional cost to the City.

It will be solely the Contractor's responsibility to carry out the necessary inspection and structural analysis to determine the condition and strength of all existing structures subjected to loads from his equipment and material, and if the structure appears to be deficient, the Contractor shall repair and shore the structures as required to sustain the anticipated loads safely. The Contractor shall further bear in mind that while operating his vehicles/equipment or shoring/repairing existing structures, it will be his responsibility to provide full protection for public and public vehicles transverse on, under or adjacent to existing structures and that he shall be liable for any damage or injuries to the structures, public or vehicles caused by his actions. The inspection of structures, analysis and design for repairs and shoring shall be performed by a Registered New York State Licensed Professional Engineer employed by the Contractor.

Prior to commencement of construction of the bridges, the Contractor shall engage and pay for the services of a licensed New York State Professional Engineer to evaluate and study the condition of the existing structure and to determine the type, size and weight of vehicles and equipment he can place on these structures, and certain structures located along access routes, during construction. He shall submit the findings of the Licensed Professional Engineer to the Engineer for approval.

The Contractor shall obtain the approval of the Engineer before any loads are placed on the existing bridge structures. Approval by the Engineer shall in no way relieve the Contractor of his responsibility to fulfill the above requirements.

## **29. NOISE CONTROL**

The Contractor is directed to Title 24, Chapter 2 of the Administration Code of the City of New York, known as the "New York City Noise Code" by the Department of Environmental Protection. The provisions of this code and its most recent additions and revisions shall apply to this contract. In the event of a conflict between the requirements of the New York City Noise Code and the requirements of Noise Control contained in these special notes, the more stringent of the two shall apply.

The Contractor shall plan and carry out work on this Project to ensure that the noise from construction equipment and activities does not

exceed the limits specified herein. The noise abatement operations and conditions specified shall be carried out by the Contractor to limit noise in project and adjacent areas. The Contractor shall conduct a continuous educational effort for the workers on the site to ensure that they are aware of their roles in minimizing noise propagating from the site.

In order to monitor noise abatement operations the Contractor shall employ services of "Noise Control Specialist" for the duration of construction activity. The contractor shall submit qualifications and experience of the prospective specialist/firm to the Engineer for prior approval. The specialist/firm must satisfy the eligibility requirements of qualifications and work experience as required by the N.Y.C.D.E.P.

The monitoring protocol shall be as follows:

- (a) There shall be one outdoor and one indoor monitoring station for each work area or 1,000 ft. of street length whichever is less.
- (b) Monitoring of noise level shall be done prior to start of construction and during construction for each station at the same work hours specified in the contract.
- (c) Locations of monitoring stations shall be recommended by the noise control specialist for approval of the Engineer.
- (d) Engineer shall provide indoor station locations to the contractor after ascertaining availability of the said station from the Community Board.

Should the Contractor fail to carry out the noise abatement operations and conditions specified herein, the Engineer shall have the authority to suspend all work until such time as the Engineer deems that the Contractor has complied with the requirements.

The following additional requirements for noise control shall apply to this contract:

1. Noise Level Requirements for Construction Equipment

- (a) The Contractor shall ensure that all Contractor and Subcontractor equipment, of the types listed in Table A to be used on-site for a total duration greater than 5 days, shall be tested for compliance with the stated noise emission limits during the first day of use on the construction site or at an alternative site acceptable to the Engineer.
- (b) All equipment as described in (a) above shall be re-tested at 6 month intervals while in use on site.
- (c) All compliance tests shall be performed by the Contractor.

- (d) For each piece of equipment tested, the Contractor shall provide a noise report to the Engineer as shown in Figure A.
- (e) Equipment of the types listed in Table A, as described above, shall not be used on-site without valid certificates of noise compliance.
- (f) The Contractor shall provide to the Engineer two noise meters meeting the requirements of Section 2(d) herein. Two acoustic calibrators of the type recommended by the meter manufacturer shall also be provided.

TABLE A

CONSTRUCTION EQUIPMENT NOISE EMISSION LIMITS:  
MEASURED AT 50 FEET FROM CONSTRUCTION EQUIPMENT

<u>Equipment Category</u>	<u>Noise Level, dBA(SLOW)</u>
Auger	83
Backhoe	80
Bar Bender	80
Cherry Picker	80
Chain Saw	86
Compactor	80
Compressor	70
Concrete Mixer	86
Concrete Pump	82
Concrete or Diamond Saw	90
Crane	86
Crawler Miller	90
Dozer	86
Front End Loader	80
Generator	82
Gradall	86
Grader	86
Jackhammer	88
Man Lift	80
Mounted Impact Hammer	95
Paver	86
Pneumatic Tools	86
Roller	80
Scraper	86
Shotcrete Liner (tire-mounted)	79
Striper (walk-behind)	80
Tractor	84
Traffic Line Remover	80
Truck (including truck-mounted equipment)	84
Vibrator	80
Vibratory Pile Driver	95
All Other Equipment with Engines	
Larger than 3750W	86
Impact Pile Driver	105 dBC(FAST)

FIGURE A

CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE

Contractor Name: \_\_\_\_\_  
Contract Name & Number: \_\_\_\_\_  
Equipment Type: \_\_\_\_\_  
Manufacturer & Model Number: \_\_\_\_\_  
Identification Number: \_\_\_\_\_  
Rated Power & Capacity: \_\_\_\_\_  
Operating Condition During Test: \_\_\_\_\_

Measured Sound Levels at 6 to 15 meters:

Measured Values and Distance:

Engine-Powered or Concrete-Breaking Equipment:

Right Side: \_\_\_\_\_ dBA(SLOW), at \_\_\_\_\_ meters

Left Side: \_\_\_\_\_ dBA(SLOW), at \_\_\_\_\_ meters

Impact Pile Driving Equipment:

Right Side: \_\_\_\_\_ dBC(FAST), at \_\_\_\_\_ meters

Left Side: \_\_\_\_\_ dBC(FAST), at \_\_\_\_\_ meters

Equivalent Values at 50 Feet Distance:

Engine-Powered or Concrete-Breaking Equipment:

Right Side: \_\_\_\_\_ dBA(SLOW).

Left Side: \_\_\_\_\_ dBA(SLOW).

Impact Pile Driving Equipment:

Right Side: \_\_\_\_\_ dBC(FAST).

Left Side: \_\_\_\_\_ dBC(FAST).

Maximum Values Allowed for this Equipment: \_\_\_\_\_ dBA(SLOW) at 15 meters  
\_\_\_\_\_ dBC(FAST) at 15 meters

If equipment sound level exceeds maximum value allowed, indicate  
action taken to achieve compliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, Work Address & Phone No. \_\_\_\_\_  
of NYSDOT Inspector \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR'S ACCEPTANCE: \_\_\_\_\_ Date: \_\_\_\_\_

2. Noise Level Test Procedures of Construction Equipment

- (a) All engine-powered equipment shall be operated by the Contractor or Contractor's representative at high idle (maximum governed rpm) under full load conditions during the tests.
- (b) Portable and mounted impact hammers, such as hoe rams and jackhammers to be used to concrete breaking, shall be tested during the first day of actual operation at the construction site under maximum load conditions as rated by the equipment manufacturer.
- (c) Pile driving equipment shall be tested at the construction site under maximum load conditions as rated by the manufacturer.
- (d) All noise certification measurements shall be performed with an instrument that is in compliance with the criteria for a Type 1 (Precision) or Type 2 (General Purpose) Sound Level Meter as defined in the current revision of ANSI Standard S1.4. An acoustic calibrator of the type recommended by the sound level meter manufacturer shall be used prior to all measurements.
- (e) If possible, measurements shall be made at 50 feet ( $\pm 1.5$  feet) from the right and left sides of the equipment casing, at a height of 5 feet above ground level, with the equipment operating as indicated in items (a), (b) or (c) above for a minimum period of 1 minute. Measurements made at less than 50 feet, because of space limitations at the test site, shall be reduced by the values given in Table B to estimate the 50-foot sound level.

TABLE B

ADJUSTMENTS FOR CLOSE-IN EQUIPMENT NOISE MEASUREMENTS

Measurement Values to be Subtracted from Measured Sound Level  
Distance (Feet)      to Estimate Sound Level at 50 Feet (dBA)

20 to under 21	8
21 to under 23	7
23 to under 26	6
26 to under 29	5
29 to under 33	4
33 to under 37	3
37 to under 41	2
41 to under 47	1
47 to under 50	0

### 3. Compliance with Equipment Noise Level Requirements

- (a) The Engineer shall retain a copy of the noise report from the Contractor with each piece of equipment used on the project of the types listed in Table A. The report shall be on the form shown in Figure A with certification by the noise control specialist hired by the contractor that equipment noise emissions do not exceed those prescribed.
- (b) If the noise levels obtained during the tests exceed those specified in Table A the Contractor shall promptly modify or alter such equipment and retest, or substitute other equipment to meet the noise level requirements.
- (c) Upon compliance, (including the certification date and equipment identification number) the Engineer will keep the noise reports readily available on file in the Construction field office for inspection upon request.
- (d) The Certification of Noise Compliance will remain valid for a period of 6 months only. Delays caused by certification refusal or by time lost in improving the rejected equipment or finding alternate acceptable equipment shall not be a basis for any monetary or time delay claims or for avoidance of late completion penalties.
- (e) All equipment shall be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the equipment in use meets the requirements specified in Table A. For this purpose, the Contractor shall furnish noise-measurement instrumentation that complies with the standards specified in paragraph 2.(d). If such tests are requested by the Engineer, the Contractor shall locate and operate the equipment as directed by the Engineer so as to facilitate the measurements. The Engineer shall provide the Contractor with a copy of the results of the measurements. If such tests demonstrate that any equipment does not comply with the requirements specified in Table A, its Certificate of Noise Compliance shall be revoke and equipment shall be taken out of use until compliance is achieved. A new Certificate of Noise Compliance will then be issued.

### 4. Construction Noise Level Exposure Limits

- (a) In no case shall the public be exposed to construction noise levels exceeding 100 dBA (SLOW) or to impulsive noise levels exceeding 125 dBC (FAST).
- (b) Construction activities shall be conducted in such a manner that the equivalent noise level (Leq) over any one-hour period does not exceed 85 dBA at any noise-sensitive locations (e.g. residence and hotels).



5. Construction Noise Level Exposure Test Procedures

- (a) All noise exposure measurements will be performed with an integrating sound level meter. An acoustic calibrator will be used prior to all measurements.
- (b) The measurement microphone of the sound level meter shall be fitted with an appropriate windscreen, and will be located 1.5 meters above the ground and at least 5 feet away from the nearest sound-reflective surface for the tests.
- (c) Noise exposure measurements will be taken at noise-sensitive locations closest to the construction activities at least once each week and as dictated by construction activities. Measurement periods at each location shall be a minimum of one hour.
- (d) Construction noise exposure measurements will coincide with periods of maximum noise-generating construction activity, and will be performed during the construction phase or activity that the greatest potential to create annoyance or to exceed the noise exposure limits.

6. Compliance with Construction Noise Level Exposure Limits

- (a) Construction noise exposure data will be collected by the Contractor on a weekly basis. The noise report will include (1) a sketch indicating the locations of the measurements and of all nearby construction equipment operating during the measurement period, (2) the measured maximum A-weighted noise level at each location, in terms of dBA (SLOW), (3) the measured maximum C-weighted noise level, in terms of dBC (FAST) and (4) the measured one-hour Leq (in dBA).
- (b) In the event that the measured noise levels exceed the limits specified in paragraph 4 above, the Engineer will immediately notify the Contractor and the Contractor shall implement corrective actions as directed by the Engineer.
- (c) All construction activities will be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the noise levels meet the exposure limits specified in paragraph 4 above. If such tests demonstrate that the noise levels exceed the specified limits, the Contractor shall implement corrective actions as directed by the Engineer.

7. General Requirements for Construction Equipment Noise Control

- (a) The Contractor shall minimize the use of impact devices, such as jackhammers, pavement breakers, and hoe rams. Where possible, concrete crushers or pavement saws shall be used rather than hoe rams for tasks such as grillage removal and pavement demolition.

- (b) All pneumatic impact tools and equipment used at the construction site shall have intake and exhaust mufflers recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
- (c) All impact devices (i.e. jackhammers and pavement breakers) shall be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
- (d) Hoppers, conveyors transfer points, storage bins, and chutes shall be lined or covered with sound-deadening material.
- (e) The Contractor shall minimize the use of air or gasoline-driven hand tools.
- (f) All other equipment, including internal combustion engines, shall have mufflers and shield paneling recommended by the manufacturers thereof.

8. General Operational Requirements for Construction Noise Control

- (a) The Contractor shall operate equipment so as to minimize banging, clattering, buzzing, and other annoying types of noises, especially near noise-sensitive locations.
- (b) The Contractor, to the extent feasible, shall configure the construction site in a manner that keeps noisier equipment and activities as far as possible from noise-sensitive locations and nearby buildings.
- (c) The Contractor shall minimize noise from the use of backup alarms near residential buildings by using self-adjusting, ambient noise-sensitive backup alarms that meet OSHA regulations.
- (d) In no case shall the above restrictions limit the Contractor's responsibility for compliance with all applicable Federal, state and local safety ordinances and regulations and other sections of these construction specifications.

9. Acoustic Shed Requirements

- (a) All noise-generating mechanical equipment that is operated by the Contractor at any time other than weekdays between the hours of 7:00 a.m. and 6:00 p.m. shall be enclosed within an acoustic shed. Such equipment includes, but is not limited to, generators for traffic sign boards and lighting.
- (b) Acoustic sheds shall consist of three-sided, closed-top enclosures, oriented such that the open end of the shed faces away from residential or hotel buildings.
- (c) The shed shall be constructed of 0.5 inch plywood sheeting, or other acceptable material weighing at least 1.5 pounds per

square foot, on timber framing with no gaps at joints or corners. Gaps between the bottom edge of the shed panels and the ground shall not exceed 1 inch in width and shall be closed off with solid strips of rubber, neoprene or other suitably dense material.

- (d) The inside of the shed shall be lined with glass fiber or mineral wool type sound-absorbing material at least 2 inches thick, protected by wire mesh or perforated sheets that have at least 30 percent open area.

#### 10. Cost of Work

- (a) The cost of all labor, materials, equipment, insurance necessary for noise abatement measures as described in this section, any necessary modifications of construction methods or equipment and any delays to construction due to work suspension due to non-compliance with noise control requirements or due to necessary modifications to construction methods for compliance with the noise control requirements is deemed included in the prices bid for the items of work for which the equipment is used.

#### 30. 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.

#### 31. EMERGENCY CONTACT PERSON

The Contractor shall designate an individual to be available twenty four hours a day, seven days a week for the duration of the project to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached shall be provided in writing to the Engineer, and all police agencies in the area. Such person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public, or as directed by the Engineer or the City's representative.

### **32. RESTORATION OF DAMAGED AREAS**

All areas utilized by the Contractor or his employees for any reason shall, where damaged, be restored to their original states by necessary paving, backfilling, grading, seeding, mulching, or planting to the satisfaction of the Engineer, at no cost to the City.

### **33. PAINT DATA FOR NEW STEEL FOR REFERENCE**

At the completion of painting work, the Contractor shall supply a certified statement to the Engineer. This statement shall include both shop and field applied paint, and contain the following:

1. Number of coats of paint applied for each paid item.
2. Dry film thickness of each applied coat.
3. Number of Gallons used for each coat of paint.
4. Color of each applied coat

Final payment for painting items will not be made until this data has been furnished.

### **34. PROGRESS VIDEO MOVIE**

Unless there is a scheduled item provided in the contract, the Contractor, in addition to providing Progress Photos as specified, shall also provide a video, showing the site conditions existing prior to commencement of work, at each stage of construction during the progress of work and conditions after completion of work. The video shall encompass elevation view of both sides of the bridge, view from approaches to bridge and view from bridge to approaches.

Video shall be taken under the supervision and direction of the Engineer and shall be protected from unauthorized use of the video. However, for taking video prior to the start and at the completion of the construction, arrangements shall be made with the NYCDDC and NYCDPR also present at the site for consultation. The Design Project Engineer shall direct the cameraperson to capture the essential features of the structure on video.

Video shall be taken by a professional cameraperson with at least 3 years experience in filming bridges or similar facilities.

The commentary shall be recorded either during filming or after by dubbing. The commentary shall be provided by an Engineering Professional with at least ASCE Grade IV or equivalent qualification.

The total length of the edited video shall be between 30 to 60 minutes, or as determined by the Engineer. The Contractor shall furnish the original and two (2) duplicates of the video with proper identifications to the following address:

Dhiraj Patel, P.E.  
NYC Department of Design & Construction  
30-30 Thomson Ave, 3rd Floor  
Long Island City, NY 11101  
718-391-2186(P), 718-391-2400(F)

Video shall be taken under proper lighting conditions. The dark areas of the bridge shall be illuminated with either mobile floodlights or with appropriate lighting devices attached to video camera. The video movie shall be filmed by using a Digital video camera. The duplicate shall be of the same quality as the original,

The Engineer shall evaluate the quality of the video taken at each stage of the construction, based on elements and conditions shot with proper angle and exposure.

### **35. GUARDING WORK SITE AGAINST VANDALISM**

The Contractor is cautioned that past experience has demonstrated the need to prevent vandals from gaining access to the work and storage sites, and taking away, damaging and/or throwing materials and equipment stored on the bridge over the side. He shall provide around-the-clock protection to guard against vandalism and shall utilize such other preventative means as required by the Engineer.

### **36. STORAGE**

Where the phrase "stores on the site" is used in the contract documents, it shall not mean stores on any of the areas within the right-of-way of this project. It shall mean stores at areas designated on the plans, or approved by the Engineer. The Contractor shall not store materials on the bridge except at the designated staging areas. The Contractor shall comply with all laws and regulations and the manufacturer's recommendations pertaining to the handling and use of flammable materials such as paint solvents, oxygen or acetylene bottles, etc. which shall be protected from hazards such as traffic and sparks from welding or passing trains.

The Contractor shall rent, lease or purchase a storage area, contiguous to the work, for removed and stored materials. This area shall be properly fenced and protected at the Contractor's expense. This storage area shall be accessible to New York City forces designated to remove salvaged items from the site. Utilization of street property of New York City for storage purpose is not allowed unless written approval is given by the Engineer.

The Contractor is required to provide chain link fencing with privacy slats around all storage and staging area. This applies to all storage and staging areas, whether provided in the Contract or procured by the Contractor. These areas shall be kept tidy and safe for workers as directed by the Engineer. All of this work shall be done at the Contractors expense.

**37. PARKING OF VEHICLES**

Private vehicles owned by the Contractor or its employees shall not be parked on the sidewalk or any other areas deemed by the Engineer to be hazardous.

Parking for its employees' private vehicles shall not be permitted within the limits of the roadway closure. Parking shall not be permitted in any park area, landscaped or paved, without the permission of the Department of Parks & Recreation. Parking for its employees' private vehicles in the adjacent community is limited. If in the judgment of the Engineer the Contractor's employees' parking creates an adverse impact on the community, the Engineer shall direct the Contractor to prohibit it. The Contractor shall be responsible to find suitable parking or alternate transportation for its employees so that there is no adverse impact on the community at the direction of the Engineer. The cost for alternate parking and/or transportation shall be borne totally by the Contractor at no additional cost to the City. There is no separate bid item for this cost.

**38. RIGHT-OF-WAY**

Contractor shall comply with the NYSDOT Standard Specifications with the following additions:

The Contractor's attention is directed to the fact that no temporary or permanent easements have been or will be obtained for this project. The entire property under or adjacent to the structures is owned by the City of New York or utilized as State roadways, City streets or railroad. The successful bidder is to submit his proposed schedule of work to the New York City Department of Design & Construction, indicating the time, duration and locations where work is to be performed. The City of New York will make these areas, or modified areas, available to the Contractor for performing his work on the basis of this submitted schedule.

**39. PAINTING CONTRACTOR'S CERTIFICATION REQUIREMENT**

Within thirty (30) days after bid opening, the Contractor or subcontractor performing the painting work pursuant to NYCDOT Specification Section 831, Specification for Painting and Section 832, Specification for Lead Paint Removal - Worker Environmental Protection and Waste Handling shall submit documentation evidencing that it possess the Society for Protective Coatings (SSPC) Qualification Procedure No. 1 and No. 2 certifications. Failure to submit such certifications within the specified period shall result in the bid being declared non-responsive.

**40. ELECTRICAL SAFETY**

This proposal insert note contains policy and procedures for working near energized electrical systems. It is based on OSHA standards, the

N.Y.S. High Voltage Proximity Act, and Highway Law. It applies to all operations in the contract that could cause employees or the vehicles or equipment they are operating to come into contact with or enter into dangerous proximity to energized electrical systems.

The N.Y.S. High Voltage Proximity Act applies to electrical systems carrying 600 volts or more and requires employers to:

- Ensure employees are not placed in proximity to high voltage. Proximity is defined as within 10 feet (3.05 M) for voltages up to 50 kilovolts.
- Inform employees of the hazards and corresponding precautions when working near high voltage.
- Post awning decals on equipment regarding 10 feet (3.05 M) minimum clearance.
- Ensure that when an equipment operator is unable to assess clearances a "spotter" observes for clearance and directs the operator.
- Notify the utility at least 5 working days before any work begins which requires the utility to identify voltages and clearances, or de-energize, insulate or relocate lines.
- Failure to comply with any of its provisions is a violation of law and a serious breach of Department safety policy and procedure and the Engineer will issue a stop work order pursuant to Section 105-01-Stopping Work for any operation that is not in compliance.

#### PROCEDURES

Prior to the start of work where contact with energized electrical systems is possible, the Contractor shall identify energized lines or equipment and reference their location to prominent physical features. In addition, the Contractor shall mark the pavement beneath overhead lines with spray paint, survey tape, or with high visibility markers and shall maintain all markings during the period they are required.

The owners of the utilities shall be called upon to decide the need to de-energize or insulate the lines or for the need to otherwise protect the lines against accidental contact. The actual work of protecting the lines shall be carried out by their owners. Protection provided at the request of the Department, with respect to utility facilities located within the highway right-of-way shall be the sole financial responsibility of the utility. In addition, upon request, the utility at its sole expense shall provide necessary information concerning its high voltage facilities to the Department and its contractors and subcontractors. Protection provided for the benefit or at the request of a contractor or subcontractor of the Department shall be the financial responsibility of that contractor or subcontractor.

The location of electrical lines and the precautions and safeguards to be taken shall be discussed at pre-work safety meetings with all

employees on the job. New employees will be informed of electrical hazards and proper procedures at the work site.

The Contractor shall identify and reference all potential electrical hazards and document such actions to the Engineer as part of the Safety Plan for the project. Energized electrical lines or equipment shall be conspicuously marked and workers shall be reminded of their locations and the safeguards and precautions to be taken prior to beginning any nearby work that may cause the workers to approach electrical lines. New employees shall be informed of electrical hazards and proper precautions and procedures.

Requirements for specialized work shall be as follows:

1. Paving, Patching, Chip Sealing or Widening- Prior to the start of each workday high visibility markers or other devices approved by the Engineer shall be placed to mark the location of overhead wires. As an alternative, the pavement beneath overhead lines may be marked with spray paint or by other means approved by the Engineer. This requirement shall also apply to off-size areas used for contract purposes. The Contractor shall periodically patrol the worksite to ensure that the markings are in place and shall replace any that are missing and shall maintain all markings in good condition. Supervisors shall discuss electrical safety with appropriate crew members at tailgate safety talks.

Spotters shall be positioned at the paver or widener to direct track movement and observe for overhead wires. The spotter, drivers, operators, supervisor and all employees shall be alert for overhead wires.

All trucks operating on the project, delivering materials, or delivering equipment to the site shall display warning decals regarding electrical contact. Independent truck drivers delivering materials or equipment shall be provided decals. Drivers shall be told about the presence and location of overhead electrical wires before beginning work, how they are marked and the requirement for spotters. Trucks that have emptied their material shall not leave the paver until the box is in its fill down position.

2. Aerial Lifts, Cranes, Boom Devices: Where there is potential for proximity or contact with energized lines or equipment, work shall not begin until a safety meeting is conducted and appropriate steps are taken to identify, mark and warn against accidental contact. The supervisor shall review operations daily to ensure compliance.

Where the operator's visibility is impaired, spotters shall guide the operator. Hand signals shall be used and their meaning clearly understood between operator and spotter. When visual



contact between the spotter and the operator is impaired, the spotter and operator shall be in two-way radio contact.

Aerial lifts, cranes and boom devices shall have appropriate warning decals.

3. Tree Work: Wires shall be treated as live and high voltage until verified by the utility. Branches touching wires shall be removed by the utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, all work shall stop immediately and the utility shall be called.

When climbing or working in trees, pruners shall try to position themselves so that the trunk or limbs are between their bodies and electrical wires. Pruners shall, not work with their backs toward electrical wires. A bucket truck is the preferred method of pruning when climbing poses a greater electrical contact thread.

Personal protective gear shall have appropriate di-electric characteristics needed for working near electricity.

4. Traffic Signal Work: Crews working near electrical lines or electrical equipment shall employ as appropriate the following precautions:

They shall request the utility to determine voltage and take appropriate action to render the work safe, and when working on or around Department electrical systems shall:

- o use rubber blankets, mats, gloves and other insulative equipment and tools specifically approved for such work by the Engineer or electrical inspector
- o Use electrical test equipment to determine if equipment to be worked on is energized
- o De-energize equipment, when possible, prior to working on the equipment

5. Building Electrical Work: Employees working on electrical systems for building shall be knowledgeable about and shall employ when appropriate OSHA Lock-Out/Tag-Out procedures to prevent exposure to unguarded electrical systems.

#### 41. EMERGENCY RESPONSE

When working near electrical lines or equipment, avoid direct or indirect contact. Direct contact is contact with any part of the body. Indirect contact occurs when part of the body touches or is in dangerous proximity to any object in contact with energized electrical equipment. Two assumptions should always be made: 1) that lines are

"live" (energized); and 2) carry high voltage. Electrical lines can only be considered "dead" when verified by the utility.

When there is any question about voltage and safe distance, the owner of the lines or equipment must be called in advance of the work. As voltage increase, minimum clearances increase. Through arcing, injuries or fatalities may occur even if actual contact with high voltage lines or equipment is not made. Potential for arcing increases as voltage increases. Weather and contact with conductors such as tools can increase the possibility of becoming energized without contact.

If an individual becomes energized, DO NOT TOUCH the individual nor anything in contact with the person. Call for emergency medical assistance and the utility immediately. If the person is no longer in contact, CPR, rescue breathing or first aid should be administered immediately, but only by a trained person. It is safe to touch the victim once contact is broken or the source de-energized.

If a power line falls:

- Keep everyone at least 10 feet away
- Use flagging to protect motorists from fallen or low wires
- Call the utility, police or fire department immediately
- Place "guards" around the area
- Do not attempt to move the wire(s)
- Do not touch anything that is touching the wire(s)
- Be alert to water or other conductors present

Wires that contact vehicles or equipment will cause arcing, smoke and possibly fire. Occupants should remain in the cab and wait for the utility. If necessary to jump from a vehicle, leap with both feet as far away from the vehicle as possible, without touching the equipment. Jumping free of the vehicle is the last resort.

Crews shall have emergency numbers readily available. These numbers shall include local utility, police/fire and medical assistance.

#### **42. CONTRACTOR'S NEW YORK CITY TELEPHONE TIE-LINE**

For a Contractor whose main office is located outside New York City, it is required that a tie-line telephone connection to the Contractor's main office shall be provided and maintained throughout the Project at the sole expense of the Contractor.

#### **43. HIGH WIND PRECAUTIONS**

In the event that high winds, 30 mph (48 kilometers/hour) or greater, cause the flexible portions of the containment unit to billow, and/or emit dust and debris, all work activities within the containment will be suspended, and the emitted debris as well as the debris within the containment will be collected by vacuums utilizing HEPA filters.

Under severe wind conditions, wind speeds 40 mph (64 kilometers hour) and above, the containment enclosure will be disassembled. Prior to disassembling any containment unit, all interior surfaces of the active enclosure, including containment materials, and materials, supplies and other objects inside the containment, will be vacuum-cleaned by vacuums utilizing HEPA filters. For additional information see NYCDOT Specification Section 832 - Specification for Lead Paint Removal - Worker/Environmental Protection and Waste Handling. All cost associated with this work shall be included under the applicable bid items. No additional payment shall be made for his work.

#### **44. CONTAINMENT ADJACENT TO LANES OF TRAFFIC**

Any containment unit, that when erected and/or in use, occupies space in a lane adjacent to a lane designated as having active traffic shall have the side nearest the active traffic lane constructed of rigid material that is not capable of coming loose and occupying the adjacent lane, or part thereof. The rigid material shall extend from the pavement to either of the following, whichever is higher:

- a) A point 20 feet above the pavement surface; or
- b) A point such that any non-rigid material, if it comes partially or fully disconnected from the containment supports, will not enter into the space below 16 feet (5 meters) above the pavement surface.

#### **45. SPRAY PAINTING**

It is the intent of this contract to provide a Containment System for the removal of Lead Containing Materials (LCM), i.e. lead based paint, only. Due to the short period of time between the removal of the LCM and the requirement to apply the primer, i.e. 24 hours, it appears that substantial time could be saved by application of the primer by spraying within the containment unit.

Additionally, the same containment may be used by the Contractor at his option for spraying the remaining coats of paint. There will be no additional payment for the use of a containment unit for spray painting. The associated use and costs with the paint spraying containment will be at no additional cost to the City of New York.

#### **46. CONTRACTOR'S RESPONSIBILITY DURING CONSTRUCTION**

In accordance with the "General Recommendation" of the Inspection by construction support services (CSS) Engineer or New York City Department of Design and Construction, any new structural flagged condition discovered during construction of the existing bridge and approaches shall be corrected by the Contractor as directed by the Engineer during the life of the Contract. The cost of this work shall be paid for under Item NYC-29634.1837M.

Snow removal on the traveled roadway within project limits shall be the responsibility of the City of New York, see Item 60 - Specialty Items in this addendum for equipment requirements. However, the Contractor shall remove the snow on sidewalks that are opened to the public during the construction period and payment shall be included in Item 619.01M. The cleaning of the roadway, general maintenance, cleaning scuppers, keeping the drainage system functional, maintaining and protecting street lighting, maintaining existing temporary supports to various structural elements of the bridge including steel plates over deteriorated area of deck as required and directed by the Engineer within project limits up to final acceptance of the project is the responsibility of the Contractor. Payment shall be included in Item 619.01M Basic Work Zone Traffic Control. If the Contractor fails to comply, within twenty-four (24) hours after written order from the Engineer, with the maintenance requirements stated above, the Contractor shall be assessed the sum of five hundred dollars (\$500.00) per calendar day or part thereof, as liquidated damages for such default and not as a penalty, until corrective action has been completed to the satisfaction of the Engineer.

#### **47. RESPONSIBILITY OF CONTRACTOR FOR PLANT AND METHODS**

The plant, equipment, scaffolding, methods, appliances and procedures shall be provided in a manner to ensure a satisfactory quality of work, safe and adequate means for inspection, and a rate of progress which, in the opinion of the Engineer, will ensure the completion of the work within the time specified. If any time before the commencement or during the progress of the work, or any part of it, such plant, equipment, scaffolding, methods or appliances appear to the Engineer to be unsafe, inefficient or inadequate for securing the safety of the work, structure, the quality of work and the rate of progress required, he may order the Contractor to increase its safety and efficiency or to improve its character and the Contractor shall comply with such orders. The failure of the Engineer to make such demands shall not relieve the Contractor from its obligation to secure the safe conduct, and the Contractor alone shall be responsible for the safety, efficiency and adequacy of its plants, equipment, scaffolding, appliances and methods.

#### **48. FIRE PROTECTION**

In addition to conforming to the law and all fire ordinances of the City, the Contractor shall provide chemical fire extinguishers of not less than 10 pound capacity bearing the Underwriters Laboratory label at each work site where solvents, paints, or welding and cutting equipment are used. The extinguishers shall be labeled for fires on wood, solvents and electrical equipment; rating 4A:40 B:C. He shall be responsible for making certain that no fires or smoldering areas exist, paying special attention to the wooden portions of the track work and any vegetated areas.

During welding or flame-cutting operations, the Contractor shall install fireproof shields around the work area to prevent weld splatter or sparks and hot metal from flame-cutting from falling to the roadway, railroad tracks, vegetated areas or waterway. No separate payment will be made for fire protection.

#### **49. FALL PROTECTION REQUIREMENTS**

This project includes work that may require exposure of workers to risks associated with elevated work locations. By issuance of this Special Note, Contractors are on notice that the provision of fall protection for all workers, in full Compliance with OSHA Part 1926, is mandatory on all City contracts, including this contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, as required under Section 107-05 of the NYSDOT Standard Specifications.

The requirement of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this project shall include, but not limited to, the following:

1. All fall protection systems must meet the requirements of Part 1926, Subpart M.
2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the worker is continuously protected from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.
3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483 mm) or more, and no ramp, runaway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, false-work, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of the ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.
4. Where scaffold are necessary to provide temporary access to work areas, they must be in compliance with Part 1926 Subpart L. Scaffolds must include a top rail, mid rail, and toe board in compliance with Part 1926 Subpart L. When required by 1929.45 1 (g), personal fall arrest systems must meet the criteria of Part 1926 Subpart M. In addition, the provisions included in 1926.451 (g) for fall protection during installation and dismantling of scaffold systems shall be observed on this project at all times.
5. Suspended scaffolds may be used for bridge painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of OSHA Part 1926,

Subpart L. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection in compliance with OSHA Part 1926, Subpart L. The anchorage for any fall protection system must be independent of the suspended scaffold.

6. Fall protection is required for open sides or ends of floors or bridge decks, and for openings in floors or bridge decks, as required in OSHA Part 1926 subpart M. In no case shall a height of fall 6 feet or greater from the side, end, or opening in a floor or bridge deck remain unprotected.
7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of OSHA Part 1926 Subpart M, with lanyard attached to the boom or basket, as required by OSHA § 1926.453 (b) (2) (v).
8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection from steel or concrete beams and other structural elements must be in place prior to erection, to provide fall protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of OSHA Part 1926 Subpart M. During the initial connection of structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving member. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.
9. During the installation of bridge deck forms, either wood or stay-in-place corrugated metal (SIP), all workers must be protected from falls 6 feet or greater in height by means of personal fall arrest systems, safety nets, guardrail systems, or other means meeting the requirements of OSHA Part 1926 Subpart M. If the Contractor can demonstrate that using one of the conventional fall protection systems described in Subpart M would create a greater safety hazard or is infeasible, i.e. impossible to construct or would prevent the performance of the required work, an alternate system may be used. The Contractor must develop and implement a written fall protection plan meeting the requirements of §1926.502.
10. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to the existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposure to fall hazards. It is equally essential that the fall

protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where fall protection is required, heights at which it must be provided and OSHA references for that requirement.

<u>Situation</u>	<u>Height requiring fall Protection</u>	<u>OSHA Reference</u>
Scaffold	10 ft.	1926.451(g) (1)
Impalement Hazard	Any Exposure	1926.20(a) (1) ; P.L 91-596 §5(a) (1)
Bridge Decks, unprotected sides & edges	6 ft.	1926.501(b) (1)
Bridge Decks, form Installation	6 ft.	1926.501 (b) (2)
	10-25ft.	NYSDOT requirement
Steel Bridges - initial connections	25ft.	1926.750(a)
Steel Bridges - Initial connections above	6 ft.	1926.501(b) (5)
	6ft.	1926.501(b) (12)
Steel and Reinforcing	6ft.	1926.501(b) (6)
Precast Concrete Erection	All situations	1926.453(b) (2) (v) ; must
Ramps, Walkways, and Runways	Varies	Satisfy criteria in 1926.502
Aerial Lifts	6 ft.	1926 Subpart X
	All situations	1926.501(b) (4)
Ladders	Any height	1926.501(b) (8)
Holes and Floor Openings		1926.20(a) (1) ;
Dangerous Equipment		1926.28(a) ;
		P.L.-596§5(a) (1)
Any situation with potential for tripping, impalement or other severe hazard		

**50. DUST/PAINT SENSITIVE ITEMS**

The Contractor is to note the following items are considered dust/paint sensitive items: dehumidifiers, bearings and pins and sliding plate type expansion joints. The Contractor shall take necessary precautions to protect these items from drainage due to dust and paint particle exposure when performing work in the vicinity.

**51. GRAFFITI REMOVAL AT WORK SITE**

The Contractor shall be required to keep the work site free of graffiti at all times, including but not limited to an element of the construction, permanent or temporary; field offices, construction equipment, fences, and all structure or areas that are visible to the public. Within thirty (30) days of Notice to Proceed, the Contractor shall clean the existing structure and area of all graffiti to the satisfaction of the Engineer. Thereafter, all future graffiti shall be removed within forty-eight (48) hours of its discovery. The cost of graffiti removal and keeping the work site clean shall be included in the various work items of this contract. If the Contractor fails to remove the graffiti as specified herein, the City of New York reserves the right to remove the graffiti by either in-house forces or other means and back-charge the Contractor for all costs incurred by the City.

**52. SALVAGE - LIGHTING STANDARDS AND LUMINAIRES**

Unless otherwise specified, all existing lighting standards, luminaries and underbridge luminaries scheduled for removal are to be carefully removed from the structure, salvaged, and stored at the site in a manner acceptable to the Engineer for pickup by NYCDPR.

**53. STANDARD SPECIFICATION SECTION 831, SPECIFICATION FOR PAINTING**

All painting work, worker/environmental protection and waste handling performed under the Section 831 items in this Contract shall conform to these specifications. NYCDOT's Specifications for Painting, Section 831, are included within Addendum No. 3.

**54. STANDARD SPECIFICATION SECTION 832, SPECIFICATION FOR LEAD PAINT REMOVAL - WORKER/ENVIRONMENTAL PROTECTION AND WASTE HANDLING SPECIFICATION**

NYCDOT's Specification for Lead Paint Removal, Worker/ Environmental protection and Waste handling, Section 832, are included within Addendum No. 3.

All lead removal work, worker/environmental protection and waste handling performed under the Section 832 items in this Contract shall conform to these specifications and the following modifications:

Refer to Subsection 1.04, Community Notification:



1. Delete the last sentence of 1.04B and substitute with the following:

The Contractor shall make arrangements for the writing, printing, and distribution of pamphlets regarding painting and red lead paste removal activities. The text of all pamphlets shall be approved by the Engineer prior to publication.

2. The pamphlets shall contain information about paint and red lead paste removal and containment system work to be performed by the Contractor. Pamphlets shall be printed in the following languages: English and Spanish.

Distribution of pamphlets printed by the Contractor along with the paint removal/lead abatement brochure (English version only) which will be supplied by the New York City shall be in accordance with the following: (Pamphlets shall be pre-folded as noted).

#	Description	ENGLISH	SPANISH
1.	Community Board No. 8 (Manhattan)	1200	1000
2.	Borough President's Office (Manhattan)	200	200
3.	Council Member's Office (Manhattan)	100	100
4.	NYPD Precinct Nos. 19 and 23	100	100
5.	NYCDDC/NYCDPR	150	150
	Subtotal	1750	1550

3. The information to be printed on the pamphlets shall include but not be limited to the following:

a) Nature of Activity

- (1) Techniques to be used to clean the steel (abrasive blasting)
- (2) Type of containment system to be used
- (3) Clean up procedure to be used

b) Duration of program including hours and days on which this activity will occur

c) Parameters of work on the bridge

d) Precautions for minimizing exposure to materials used in process

e) Contact people and phone numbers at the

- (1) NYCDDC Bridge Construction Project Engineer: Phone number to be provided.
- (2) NYCDEP Communication Center (718) 699-9811
- (3) NYCDOH Community Board Representative (718) 388-4440

f) The stock and printing requirements for the pamphlets shall be as follows:

Stock: 80 lbs (36.3 Kg), White Gloss Coated (Text Weight)  
Size: 203mm x 280mm (11"x 8 ½")  
Folding: Folded twice to fit into No. 10 envelopes (not to be supplied), as required in accordance with the Special Provision.  
Color: Black  
Prints: Two (2) sides

A sample of the notification pamphlet shall be submitted to the Engineer for approval before final printing.

4. Replace 3.07 E with the following: Community Notification - the work to develop, print, and distribute pamphlets along with the paint removal/lead abatement brochure supplied by New York City will be measured on a lump sum basis: All pamphlets shall be printed in English and Spanish.
5. Replace 3.07 F with the following: Community Notification - Payment will be made on as lump sum basis to cover the cost of furnishing all labor and materials to develop and distribute pamphlets along with paint removal/lead abatement brochure supplied by NYC and participate in community meetings as directed by the NYCDDC.

**55. ADDITIONAL REQUIREMENTS FOR THE DEMOLITION/REPAIR OF STEEL COATED WITH LEAD PAINT**

This Special Provision shall be used in conjunction with NYCDOT Specification Section 832 - Specifications for Lead Paint Removal, Worker/Environmental Protection and Waste Handling, and NYSDOT Section 202 - Removal of Structures and Obstructions.

NYSDOT Section 202 provides the requirements for the removal of structural steel. NYCDOT Section 832 provides the requirements for worker protection, containment system design and use, environmental protection, and waste disposal when disturbing paints that contain lead and other toxic metals. The requirements of NYCDOT Section 832 apply to steel demolition and repair. This Special Provision provides requirements that are in addition to NYSDOT Section 202 when removing or repairing structural steel that is painted with coatings that contain lead and other toxic metals.

Control of Paint at Points of Repair or Demolition

The removal of paint prior to steel removal/cutting activities and associated containment requirements shall be as described in NYCDOT Specification Section 832. Limits and methods for removal of paint at locations of fastener removal or flame cutting shall be as described in subsections 202-3.05 of the NYSDOT standard specifications.

In order to assure that loose and/or peeling paint does not become dislodged during removal operations, the Contractor shall provide, for Engineer review and acceptance, the method(s) that will be used to remove or control the dislodged paint chips, and to collect them for proper disposal. Possible methods may include, but are not limited to, encapsulating the paint or removing the loose chips by hand scraping. The Contractor shall supply all materials required to control loose chips of lead paint when handling and storing the removed structural steel.

Demolished Steel Staging, Storage, and Transportation

All demolished steel becomes the property of the Contractor and shall be handled, transported and used or disposed of in strict accordance with all Federal, State, and City regulations.

Place all demolished steel on solid ground covers or on solid surfaces such as pavement or concrete that can be readily cleaned of paint chips. Isolate the staging or storage area with ribbons and post warning signs that the steel is coated with paint that contains lead or other toxic metals.

Unless directed otherwise by the Engineer, inspect the staging and storage areas at least one (1) time each shift for evidence of dislodged paint chips. Collect the paint chips and containerize for proper disposal.

In order to assure that loose and/or peeling paint does not become dislodged during transportation from the site, the Contractor shall provide, for Engineer review and acceptance, the method(s) that will be used to remove or control the dislodged paint chips. Possible methods may include, but are not limited to encapsulating the paint, transporting the steel in enclosed trucks, or wrapping the steel.

Localized Containment for Demolition - The cost of designing/installing and removing the necessary containments required for this work shall be included in the lump sum price(s) bid for Item 832.300001- Containment System.

Localized Paint Removal/Disposal of Removed Paint Debris - The cost of removing the paint, and the handling, storage, and disposal of removed paint debris shall be included in the price(s) bid for the demolition/removal of the respective existing superstructure or

substructure elements. There shall be no additional payment made to the Contractor for this work.

If no steel is to be removed, but lead paint is to be removed for the installation of a steel repair, the Contractor shall conform, to the requirements of Section 202, Section 832 and the requirements of this Special Provision as it pertains to the removal and handling of lead paint. No separate payment shall be made for this work.

Storage and Transportation of Demolished Steel - The cost for the handling, storage, and transportation of the demolished steel shall be included in the lump sum price(s) bid for the demolition/removal of the respective existing steel elements. There shall be no additional payment made to the Contractor for this work.

#### **56. COST OF GALVANIZATION**

Whenever galvanization is done as required by the contract documents, there shall be no extra payment for galvanization and its cost is deemed to be included in the respective iron/steel item. Further, where the iron/steel item is paid by weight, there shall be no addition to the computed weight to include weight of the zinc coating.

#### **57. APPLICATION OF CITY OF NEW YORK ENVIRONMENTALLY PREFERABLE PURCHASING (EPP) STANDARDS**

The Contractor is encouraged to follow one or more of the following local laws on environmentally preferable purchasing (EPP) and the rules enacted pursuant to such local laws:

Local Law 118 of 2005, Local Law 119 of 2005, Local Law 120 of 2005, Local Law 121 of 2005. These laws and rules and their associated standards can be accessed at:

<http://www.nyc.gov/html/mocs/html/programs/epp.shtml>

The contract's pay items may include, at the Contractor's option, the use of goods and materials referenced in the EPP Laws. In submitting each specified material for approval by the Engineer, per the design specifications and NYS approved material list, the Contractor shall verify that the proposed materials also conform to the EPP standards.

In addition, the following items used in outfitting and operating the field office may be eligible to meet EPP standards. The Contractor shall indicate whether the items provided meet EPP standards.

1-1	Beverage Vending	11-1	Combination Printer/fax Machines
1-2	Machines	11-2	Computers
1-7	Bottled Water	11-3	Computer Monitors
1-8	Coolers	11-4	Computer Peripherals
3-14	Refrigerators	11-5	Copiers
3-15	Refrigerator-	11-9	Printers
3-27	Freezers	12-1	Bathroom Tissue
3-35	Flat Paint	12-2	Envelope Paper
4-2	Floor Coatings	12-3	Facial Tissue
4-8	Nonflat Paint	12-4	File Folders
5-2	Roof Coatings	12-7	Paper Towels, Commercial
7-6	Answering machines	12-8	Reprographic Paper
7-7	Cordless Telephones	13-1	Lavatory Faucets
9-1	Air Conditioners	13-3	Toilets, Residential and Commercial
9-4	Lamps, Compact	13-4	Urinals, Residential and Commercial
10-8	Fluorescent		
	Lamps, Fluorescent		
	Tube		
	Building Insulation		
	Carpets		
	Waste Receptacles		

#### 58. LANDSCAPING - SPECIAL EXPERIENCE REQUIREMENTS

Special experience requirements for landscaping are as follows:

- (a) All landscape contractors performing any tree work, including but not limited to, tree planting, tree pruning, root pruning, tree protection and care of trees, landscape maintenance, and tree removals, shall have engaged in work of a complexity similar to that required under this contract for a period of at least five (5) consecutive years.
- (b) The landscape contractor shall be approved by the NYC Parks Department (Owner) and is required to have a NYS ISA certified arborist on staff to supervise the work.
- (c) Arborists shall be certified by the New York State Department of Agriculture and Markets to perform pruning work within the Asian Longhorned beetle quarantine zone. All pruning of limbs and roots must be performed by a qualified arborist, trained in proper pruning techniques, tree biology, diagnosis and treatment of plant diseases, and cabling and bracing.
- (d) The tree care sub/Contractor shall have a minimum of five (5) years of experience performing non-utility pruning as well as documentation of eight (8) hours of education in any combination of the specialties listed above. Certification by the International Society of Arboriculture (I.S.A.), Champaign, IL shall be considered proof of the requisite experience and educational requirements, provided that experience is in non-utility pruning.

**59. ACCIDENT REPORTING**

The contractor shall immediately notify the Department verbally of any accident or incident that results in the death of a worker, motorist or pedestrian. The Contractor shall notify the Department in writing within 24 hours, with the details relative to any accident or incident occurring within the contract limits or is directly related to construction activity or involving any worker employed on the contract or delivering materials, equipment or supplies to the contract, provided:

- The accident or incident results in the death of a worker, or (2) requires that a worker is hospitalized overnight for treatment of the injury, or (3) results in 3 or more personal injuries or:
- The accident or incident involved a utility (overhead or underground) or:
- The accident or incident involved a motorist or pedestrian or:
- The incident was a near miss or;
- The accident otherwise meets the notification requirements of OSHA.

The Engineer will provide the Contractor with a copy of the Department accident report for any accident occurring within the contract limits or involving the Contractor's equipment or operations.

**60. MODIFICATION TO ITEM 610.1101 M - MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK**

The wood chips shall be supplied free of charge to the Contractor by the New York City Department of Parks & Recreation Ferry Point Composting Facility, located in Ferry Point Park, Bronx, New York. Wood chips may be picked up Monday through Friday 9:00 am to 2:00 pm. The Contractor shall arrange with the composting facility to pick up the needed wood chips, two weeks in advance by calling Artie Rollins at 212-410-8905. The Composting Facility will load the Contractors' truck.

**61. MODIFICATION TO ITEM 11609.260201 M - CONCRETE CURB, STEEL FACED (NYC) TYPE D**

The painting requirements of the steel facing to be exposed after installation shall be changed from Item 18573.10 to the requirements of Standard Specification 831 for Structural Steel Painting:

Overcoating and Localized.

**62. MODIFICATION TO ITEM 11607.4009 M - STEEL PICKET FENCE**

The requirements of the primer and black paint finish coat shall be changed from Item 18570.39 to the requirements Standard Specification 831 for Structural Steel Painting: Shop Applied.

### **63. ASIAN LONGHORNED BEETLE**

This project may fall, now or in the future, within areas under regulation pursuant to Part 139 of the New York State Department of Agriculture and Markets law ("Quarantine Zones"). It is the Contractor's responsibility to remain apprised of the current Quarantine Zones within the five boroughs for the life of this Contract.

If this project now or at any time falls within a Quarantine Zone, the Contractor, in handling host material living, dead, cut or fallen, inclusive of nursery stock, logs, green lumber, stumps, roots, branches and debris of a 12mm (half inch) or more in diameter, shall comply with all requirements of that law including "certification", meaning: the Contractor shall obtain all necessary training and execute a "Compliance Agreement" with the New York State Department of Agriculture and Markets. The Contractor shall provide the New York City Department of Transportation ("DOT") a copy of the fully executed agreement before commencing any tree work within the Quarantine Zone. The Contractor shall perform all work in accordance with the compliance agreement and all applicable State or Federal regulation and shall, upon demand, provide DOT with proof that any and all host wood is disposed of in full compliance of the provisions set forth in the compliance agreement.

The Contractor shall be responsible for paying any fine or penalty levied against DOT that results from the Contractor's neglect or failure to abide by its Compliance Agreement or with any applicable State or Federal regulations related to the Asian Longhorned Beetle while performing work under this Contract.

In all other work zones, Contractors are alerted to the possibility of encountering the Asian Longhorned Beetle and are required, if beetles are observed or suspected of being present, to contact: New York State Department of Agriculture and Markets, Division of Plant Industry, 4 Stewart Avenue, Westhampton Beach, New York 11978-1103. Tel: (631) 288-1751 or (800) 554-4501, ext. 72087. More information about the Beetle and quarantine limits can be found at:  
<http://www.fs.fed.us/fhp/alb/> or  
[http://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/asian\\_lhb/index.shtml](http://www.aphis.usda.gov/plant_health/plant_pest_info/asian_lhb/index.shtml). In such circumstances, the Contractor shall handle any and all host material in accordance with the terms of its Compliance Agreement.

### **64. PROTECTION OF PRIVATE PROPERTY**

Prior to the start of work, the Contractor shall contact all owners of all property and buildings abutting the project for the purpose of obtaining access to said property and buildings. The Contractor shall make a complete interior and exterior videotaped survey of all said property and structure, and any existing damage to the structures

shall be noted. A copy of the videotape shall be presented to the Engineer for approval prior to commencing any work.

**65. NONDESTRUCTIVE TESTING (NDT) OF WELDS**

All Non-Destructive Testing (NDT) requirements as specified in the New York State Steel Construction Manual (NYSSCM) and the following additional Non-Destructive Testing (NDT) requirements shall be performed by the Contractor.

- A. All Complete Joint Penetration Groove welds in butt joints subject to calculated tension or reversal of stress shall be tested by Radiographic Testing (RT) 100%.
- B. All Complete Joint Penetration Groove welds in tee and corner joints subject to calculated tension or reversal of stress shall be tested by Ultrasonic Testing (UT) 100%.
- C. Twenty-Five (25) percent of the remaining portion of Complete Joint Penetration Groove butt welds in girder flanges or girder webs in areas of web not tested in accordance with NYSSCM 1602.2 shall be tested by Radiographic Testing (RT).
- D. If unacceptable discontinuities are found in the web when tested in accordance with NYSSCM 1602.2 or as specified in (C) above the remainder of the weld shall be tested.
- E. All welds made by either the Electroslag Welding (ESW) or Electrogas (EGW) processes shall be tested by both Radiographic Testing (RT) and Ultrasonic Testing (UT).
- F. Complete Joint Penetration Groove welds in compression or shear may be tested by Radiographic Testing (RT) or Ultrasonic Testing (UT) at the following frequency:
  - 1. Twenty-five (25) percent of each joint subject to compression or shear, or, at the Contractor's option, 25 percent of the total joints subject to compression or shear. When the latter is selected, the tested joints shall be distributed throughout the work and shall total at least 25 percent of the compression or shear weld length.
  - 2. If unacceptable discontinuities are found in spot testing, the entire length shall be tested.
  - 3. If unacceptable discontinuities are found in 20 percent of more of the compression or shear joints in a "lot", all compression and shear joints in that "lot" shall be tested for their full length. A "lot" is defined as those tension or compression/shear joints or both, which were welded in conformance with the same approved Welding Procedure Specification (WPS) and tested with Non-Destructive Testing (NDT) as a group.
  - 4. Unless otherwise specified in the contract documents, the above requirements do not apply to longitudinal butt joints in beam or girder webs. These welds shall be subject to the inspection criteria of Section (H) paragraph (1) as described below.



- G. The requirements of Radiographic Testing (RT) and Ultrasonic Testing (UT) shall apply equally to shop and field welds.
- H. Unless otherwise specified, longitudinal butt joints in beam or girder webs, fillet welds and Partial Joint Penetration Groove (PJPG) welds joining primary components of main members shall be Quality Control (QC) tested using Magnetic Particle Testing (MT) in conformance with the following:
1. At least 300mm (12 in.) shall be tested in every 3 m (10 ft.) length including longitudinal welds in butt joints in beam or girder webs, and 300 mm (12 in.) of such welds less than 3 m (10 ft.) in length of each size of weld and type of joint in main members including the end connections for such members. Typical welds which require testing are web to flange diaphragm connection plates to web or flange, etc. If unacceptable discontinuities are found in any test length of weld the full length of the weld, or 1.5 m (5 ft.) on both sides of the test length, whichever is less, shall be tested.
- I. For grade 690/690W (100/100W) steels, all main member fillet and Partial Joint Penetration Groove (PJPG) welds shall be tested full-length by Magnetic Particle Testing (MT).
- J. Magnetic Particle Testing (MT) of fillet welds shall not be required for secondary members (members that do not carry live load directly).
- K. After repairs of discontinuities have been made, additional Non-Destructive Testing (NDT) inspection shall be performed to ensure that the repairs are satisfactory. This testing shall include the repaired area plus at least 50 mm (2 in.) on each side of the repaired area.
- L. The cost of the non-destructive testing is to be included in the applicable structural steel items (i.e. Item 564.0501 M, Item 11546.3001, Items 564.400001 16 M through 564.400002 16 M, etc.).

#### **66. WORKING OVER WATER**

The danger of drowning shall be considered to exist where water depths exceed 1.5 m, or water is subject to sudden fluctuation to a depth exceeding 1.5 m. The risk of drowning may also exist where water depths as little as 0.6 m are combined with swift currents, or a fall into the water may result in a person being rendered unconscious or otherwise disabled. Working on top of ice shall be considered as working over water. Where over water and passive fall protection (nets, railings, etc.) are not supplied, the risk of drowning exists.

Any worker who is exposed to the risk of drowning shall properly wear a U.S. Coast Guard approved personal floatation device at all times. When any personnel are exposed to the risk of drowning, the following shall be in place prior to that exposure:

A boat or skiff for emergency rescue operations, equipped with paddles or oars, a ring buoy or other life preserver, and a reach extension device. The boat shall be unlocked and available for immediate use at all times when work is ongoing. Cost of the boat of skill for emergency rescue operations is deemed to be included under various contract items.

One of more ring buoys with a minimum of 30 m of line attached shall be placed at a maximum interval of 60 m along the work site shoreline. Cost of the ring buoys is deemed to be included under various contract items.

#### **67. PROJECT SAFETY AND HEALTH PLAN**

The Contractor shall perform all necessary planning, supervision, and training activities to ensure that all of the requirements of 29 CFR 1926 are fully met for all workers employed in the construction of the contract. The Contractor shall provide to the Department, prior to the start of work, satisfactory evidence that all current requirements of 29 CFR 1926 will be adequately addressed. As a minimum, the Contractor shall provide a written Project Safety and Health Plan which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered on the project. Before the work begins, and periodically throughout the project, the Contractor's project supervision staff shall meet with the Engineer to review and discuss the status of safety issues on the project. An appropriate notice shall be posted on the contract site that the Project Safety and Health Plan is available for examination by any worker employed on the project. As a minimum this plan shall include the following items:

- Identification of project and company safety officers.  
Hazardous Materials Communications Plan.
- Employee Safety Training Program.
- Company safety policy.
- Procedures to address project safety and health concerns.
- Procedures to address distraught, emotionally disturbed persons and/or homeless persons.
- Procedures for compelling worker compliance with safety and health requirements.

Certain of these items may be submitted in the format of a Company Safety and Health Program, with the Project Safety and Health Plan limited to project-specific issues.

The contractor shall ensure that each subcontractor employed on the project complies with this requirement. The Contractor shall provide to the Department a Project Safety and Health Plan covering all work to be done by the subcontractor prior to starting work. As an alternative, the Contractor may provide a certification that all activities performed by and workers employed by the subcontractor will be subject to the Contractor's Project Safety and Health Plan.

Submission of the required Project Safety and Health Plan by the Contractor and its acceptance by the Department shall not be construed to imply approval of any particular method or sequence for addressing safety and health concerns, or to relieve the Contractor from the responsibility to adequately protect the safety and health of all workers involved in the project as well as any members of the public who are affected by the project.

In accordance with NYS Labor Law §220-h, all laborers, worker and mechanics shall be certified prior to performing any work on the contract as having successfully completed a course in construction safety and health approved by the US Department of Labor's Occupational Safety and Health Administration (OSHA) that is a least ten hours in duration. The Contractor shall attach a proof of completion to first certified payroll for initial workers, and to subsequent payrolls any workers not previously employed on that contract. If not proof of completion has been submitted for a worker listed on a certified payroll, the Engineer will alert the Contractor to this fact. If the Contractor cannot provide proof of completion and the worker continues to work, the Department will notify the Contractor in writing with a copy to the NYSDOL by email at [PWAsk@labor.state.ny.us](mailto:PWAsk@labor.state.ny.us).

**68. Unclassified Excavation and Disposal**

The soils scheduled for excavation and disposal are anticipated to be contaminated with semi-volatile organic compounds, herbicides, pesticides and/or metals. The contractor shall prepare a Materials Handling Plan for review and approval by the Department which identifies soil testing and handling requirements including disposal facility name, address, contact person, permit number and testing requirements for soils intended for the facility.

The contractor is required to test soils scheduled for excavation as per the requirements of their intended disposal facility and these results shall be provided to the Department at least 30 days prior to scheduled excavation.

The unit price for this work shall include all costs for the labor, materials and equipment required to sample, test, excavate, handle, transport and dispose of these soils.

**69. MODIFICATION TO ITEM 670.10010004 M - DECORATIVE LIGHT POLES WITH ONE LUMINAIRE**

The requirements of the luminaire, construction details and payment shall be removed from this item. The luminaire shall follow requirements of Item 670.30010139 M -MULTI-BAR LIGHTING EMITTING DIODE (LED) LUMINAIRE UNDERDECK MOUNT.

70. PRICE TO INCLUDE

No direct payment shall be made for the costs incurred in complying with these special provisions unless otherwise provided. Said costs shall be deemed included in the price bid for all the scheduled contract items.

APPENDIX A - Traffic Stipulations



Department of Transportation

JANETTE SADIK-KHAN, Commissioner

**HCP-DRAFT**

Dept. of Design and Construction  
30-30 Thomson Avenue  
Long Island City, New York 11101  
Attn: Mallick, Ali

Re: Reconstruction of East 81<sup>ST</sup> Street Pedestrian  
Bridge over FDR BIN 2-23216-7 & 2-26982-0  
FMS ID: HBPED100M  
Borough of Manhattan

**DRAFT WORK PERMIT**

Stipulations are hereby given to the New York City Dept. of Design and Construction and its duly authorized representatives, .....to enter upon and restrict the flow of traffic according to the times and schedules as stipulated herein on the FDR Drive for the purpose of reconstruction together with all work incidental thereto, subject to the following stipulations:

1. This permit shall be in effect as of the award date of the contract and after the City receives in writing the name of the contractor and a copy of the insurance required by the contract.
2. The Permittee may close FDR lane(s) as stated below:
  - A. The Permittee may close one (1) lane northbound and southbound on the FDR Drive on weekdays and weekends as follows:
    - 11:00PM to 5:30AM, Monday night to Friday morning
    - 12:01AM to 6:30AM, Saturday morning
    - 1:00AM to 11:00AM, Sunday morning
  - B. The Permittee may close two (2) lanes northbound and southbound on the FDR Drive on weekdays and weekends as follows:
    - 1:00AM to 5:00AM, Tuesday morning to Friday morning
    - 2:00AM to 6:00AM, Saturday morning
    - 2:00AM to 7:00AM, Sunday morning

C. Local Streets

The Permittee may partially close local streets as per approved construction schedule and detours plans by OCMC-Highways.

To reserve a lane or roadway closures on primary, secondary and local streets; the Permittee must obtain a separate permit from OCMC - Highways. OCMC - Highways will facilitate obtaining these "No Fee" permits. Permits for emergency and non-emergency work may be obtained by phone and facsimile to expedite the work. The Permittee or State representative must contact this office at least one business day prior to request and reserve a lane or street closure. This will

NYC Department of Transportation  
Bureau of Permit Management and Construction Control  
55 Water Street, 7th Floor, New York, NY 10041  
T: 212- 839-9645 F: 212-839-8970  
[www.nyc.gov/dot](http://www.nyc.gov/dot)

**DRAFT**

**11/27/2012**

East 81<sup>st</sup> Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

reserve the street segment(s) for your activities and facilitate the issuance of the appropriate permits. The original permits may be picked up and signed within "seventy-two" hours.

3. The lane closures shall conform to the New York State Dept. of Transportation, Region 11, Design Guide and Standard for Maintenance, and Protection of Traffic, the Manual of Uniform Traffic Devices (MUTCD), and OCMC approved plans.
4. The Office of Construction Mitigation and Coordination (OCMC) Has the right to modify or revoke stipulations if the construction activity related to this project does not commence within one year of the date of this permit.
5. The Permittee is required to submit a weekly schedule of work. This schedule is to be faxed to the New York City Department of Transportation's Office of Construction Mitigation and Coordination - Highways at fax# 212-839-8970, Attn: Deputy Executive Director, OCMC - Highways on the Wednesday preceding the next weeks work. The schedule will include the following information:

The name of the roadway/bridge on which lanes will be closed

The number of lanes to be closed

The direction in which the lanes will be closed

The hours and days of the lane closing

6. This permit must be present on site when the approved work is being performed.
7. Significant lane closures of Arterial Highways where at any time two thirds (2/3) of the number of roadway lanes are closed between 1:00 AM and 6:00 AM or fifty percent or more of the roadway lanes are closed at other times, notification shall be given to the public via the placement of Variable Message Signs (VMS) 7 days prior to the actual closure, when possible.
8. This permit is not valid unless it is signed by both the New York City Department of Transportation representative and the authorized representative of the Permittee.
9. Section 24 - 224, Administrative Code Variance is hereby granted for hours and days stipulated above.
10. A "Holiday Construction Embargo" will be in effect on Gridlock Alert Days from mid - November (the exact dates will be published each year in the New York City Department of Transportation's OCMC yearly Holiday Embargo release, there are approximately ten (10)) to January 2nd. During this period, no lane or ramp closings will be permitted from 6:00 AM to Midnight except by written permission from the OCMC. This stipulation supersedes all others in this permit.

A Holiday Embargo is in effect for the Holidays (as determined by the New York City Office of Payroll Administration) with the following provisions:

When a Holiday falls or is observed by the City of New York on a Monday or Friday no lane or ramp closures are permitted from noon on the previous business day to 6:01 AM on the following business day. For example if the holiday falls or is observed on Friday then no lane closure would be permitted from 12:01 PM on Thursday to 6:01 AM on Monday. If the Holiday falls or is observed on Monday then no lane closure is permitted

DRAFT

11/27/2012

East 81<sup>ST</sup> Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

from 12:01 PM on Friday to 6:01 AM on Tuesday. In addition when a Holiday falls or is observed midweek (Tuesday, Wednesday or Thursday) no Lane closures shall be permitted from noon on the previous business day to 6:01 AM on the following business day.

The Holiday Embargo as detailed above is in effect for the following Holidays: New Years Day, Mother Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Note: for Thanksgiving Day the Embargo begins on Wednesday at 12 noon and extends to Monday 6 AM, at which time the original stipulations shall be in effect.

11. A special embargo is in effect for the following holidays: Eve of Rosh Hashanah, Eve of Yom Kippur, Eve of Passover. No lane or ramp closures permitted from 1:00 PM to sundown.
12. When events occur at Yankee Stadium no lane or ramp closures will be permitted as noted below:
  - (a) FOR YANKEE STADIUM  
From two hours before the event begins until one hour after the event begins, no lane or ramp closures permitted on:  
  
FDR Drive - northbound  
Harlem River Drive - northbound & southbound
  - (b) From one hour after the event begins until two hours after the event concludes, no lane or ramp closures permitted on:  
Harlem River Drive - northbound & southbound  
FDR Drive - southbound
13. No staging and/or storage sites are authorized or will be permitted unless approved in writing (where owned by New York City) by the New York City Department of Transportation's Division of Arterial Maintenance and/or the New York City Department of Parks and Recreation (if park land is involved) or (where State owned) by New York State Department of Transportation with New York City concurrence where applicable. Except for State owned sites where City concurrence is not necessary changes in the site or limits can only be made by an amendment to this permit as applicable. A detailed drawing must be submitted and will become an attachment to the amendment. A DPR Permit shall constitute written approval from the Parks Dept.  
The Department of Parks and Recreation's conditions, terms and special conditions as presented in their Permit # \_\_\_\_\_ is an integral part of this Permit.
14. The Permittee agrees to assume all responsibility for injury or damages to private and/or City property caused through the operations of the permit and to save and hold harmless the City of New York and the New York City Department of Transportation from all claims and suits which may arise there from.
15. The Permittee shall be responsible to provide notification to the local Community Board and Borough President's Office prior to the commencement of work. Additionally, notification shall be made to the local Councilman's office. Proof of notification must be filed with the OCMC prior to the commencement of work.



DRAFT

11/27/2012

East 81<sup>ST</sup> Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

16. The Permittee shall notify the New York City Dept. of Transportation's Situation Room at (718-433-3340), the NYPD Traffic Management Center at (718-706-6062), the Chief of Emergency Medical Services via fax at (718-999-0497) and the local fire house two (2) hours prior to his/her proposed traffic lane reductions or street closings for any purpose. The Permittee shall also immediately notify the Situation Room and JTOC upon reopening and in the event of an emergency condition.
17. The Permittee shall adhere to all pertinent rules and regulations of the New York City Department of Transportation relative to the use and occupancy of street space, the provisions of his agreement and the performance of his/her (or its) work.
18. The Permittee shall adhere to the NYCDOT Bureau of Bridges' Special Provisions for Landscape Protection, Maintenance and Restoration, items 1.18.15 through 1.18.19, whenever and wherever any of the Permittee's activities occur within a limited access arterial highway right - of - way. Copies of these provisions may be obtained from the New York City Department of Transportation's Director of Arterial Maintenance at 212.839.9875
19. This Permit is limited to activity performed in conformance with this agreement with the New York City Department of Transportation and does not permit any other activities, which could be a hazard or distraction to the roadway user.
20. No deviation or departure from these stipulations will be permitted without the prior written approval of the New York City Department of Transportation. Requests for such modifications shall be submitted to the OCMC a minimum of ten (10) days in advance for consideration.
21. To ensure a traffic flow at all times storage of materials and equipment shall not be permitted within the traveled way of the highway. Storage areas shall be separated from the traveled way by a clear space of 30 feet minimum width, unless such storage is placed behind concrete barrier or permanently installed bridge railing.
22. Any excavations shall be adequately fenced and/or decked over by the Permittee to preclude entry by errant vehicles, pedestrians or animals.
23. The Permittee shall insure that construction materials and/or excavated soil and rocks temporarily stored on slopes are secured by straw bales or other effective means to prevent their movement into the travel way and clear zone (recovery zone) area.
24. When work is performed in or adjacent to sidewalk areas, a safe pedestrian walkway having a minimum width of five (5) feet shall be provided at all times by the Permittee.
25. Any commercial vehicles required by the Permittee's operations shall enter the FDR Drive the nearest entrance to an individual work site and leave the FDR Drive at the nearest exit thereafter. This Permit shall constitute permission by the Commissioner of the Department of Transportation for the operation of a commercial vehicle "on a parkway" for construction purposes. The Permittee is advised that there may be HEIGHT and/or WEIGHT restrictions for structures on the FDR Drive. The Permittee shall assure that his/her vehicles do not exceed these restrictions.
26. Concurrent with construction work of this contract, if other projects on this and/or adjacent highways are under construction then the Permittee is to become familiar with

## DRAFT

11/27/2012

East 81<sup>st</sup> Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

the scheduling of those projects and schedule his activities accordingly. To facilitate the flow of traffic, the permissible work hours may be modified as deemed necessary by the New York City Department of Transportation with consultation with NYSDOT.

27. In order to provide an adequate transition for the safe flow of traffic, when the Permittee's (or another Permittee's) work sites are in two (2) different lanes in the same direction, those work sites shall be separated by a distance of at least two (2) miles.
28. Warning signs and traffic safety devices shall be provided, installed, maintained and removed by the Permittee in accordance with the New York State Department of Transportation's "Manual of Uniform Traffic Control Devices". The Permittee shall provide the appropriate channelization for traffic approaching and leaving his/her worksite. The Permittee shall provide flag persons, cones, barricades, etc. as required for public safety. The Permittee is responsible for the adequacy of the safety devices.
29. When water is being used at the work site for any purpose (i.e. concrete curing, saw cutting, etc.), the Permittee is required to insure, through any and all appropriate measures, that the water does not freeze on the roadway or sidewalks. The Permittee will be responsible to maintain a clear and safe travel path.
30. During the time a lane closure is permitted, the Permittee may intermittently stop traffic on the adjacent lane(s) of the same roadway for periods not to exceed five (5) minutes in duration for the purpose of transporting or securing equipment that may extend beyond the closed lane(s). A minimum of one (1) hour, or until the traffic queue is relieved, whichever period is shorter, is required between any two such closures.
31. Operation of a crane, derrick, shovel or other similar equipment for any and all work within the streets shall be carried out by the Permittee in accordance with the Rules, Regulations and Requirements of the New York City Department of Transportation and the New York City Department of Buildings and shall comply with all provisions of the New York City Noise Control Code. In addition, if this equipment is to be placed so that any part of the load will be superimposed on the sidewalk or roadway, the Permittee must file, with the New York City Department of Transportation, Office of Construction Mitigation and Coordination, a statement by a Professional Engineer, licensed by the State of New York, certifying the following:
  - (a) That the sidewalk or roadway area and the supporting subgrade can safely bear the crane load. Should the condition of the sidewalk or roadway area require that the crane load be distributed over a larger area than afforded by the elements of the crane, the engineer shall furnish the full dimensioned details of the load distribution;
  - (b) That the Engineer has taken all necessary measures to ascertain that there is no vault or subway tunnel underneath the sidewalk area or that if a vault or subway tunnel does exist its roof is sufficiently strong to support the load to be superimposed thereof;
  - (c) That the sheeting or retaining walls supporting any excavations adjoining the sidewalk or roadway area required to carry a load have been examined by the Engineer and have been found to be sufficiently strong to support the area carrying the crane load. Should the crane be employed making any excavation adjacent to the crane, the Engineer shall specify the sheeting or retaining wall reinforcement required to support the crane.

**DRAFT**

**11/27/2012**

East 81<sup>ST</sup> Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

32. Work cannot be performed during the New York City 5 Boroughs Bike Tour and the New York City Marathon, unless granted special permission by the New York City Department of Transportation, Office of Construction Mitigation and Coordination.
33. The Permittee shall comply with the Industrial Code of the State of New York Part (Rule No.) 53 relating to Construction, Excavation and Demolition Operations at or near underground facilities. Additionally, the Permittee shall similarly notify the owners of overhead cables or other electrical or street lighting equipment in the area covered by the Permit.
34. The Permittee is reminded that the appropriate Rules and Regulations that apply to the cleaning and painting of structural steel must be rigidly followed, as specified by NYSDOT Specifications.
35. When a contractor performs work at night, the work site shall be illuminated to the satisfaction of the Engineer-In-Charge (EIC). The EIC shall be the sole judge of when illumination is required.
36. The contractor shall be responsible for identifying his/her construction signage. The identification shall include the contracting agency, the contractor's name and the contract number. This identification shall be placed on the back of all signs.
37. The Permittee shall, at its own expense, be under absolute obligation to determine the location of and provide protection from damage or loss for all subsurface facilities and overhead structures in the permit area. In the event of any damage or loss to such subsurface facilities and overhead structures, the Permittee shall promptly replace or repair such facilities and structures, as directed by the New York City Department of Transportation or other City agency having jurisdiction thereof or by the owner thereof.
38. The City makes no representation as to the character of the fill in the streets, and voids therein, or the condition of the sidewalks. The Permittee accepts full responsibility and liability for any disturbance or damage, which may be caused to adjoining pavements, sidewalks or structures by or in connection with the permit activity. All damaged sidewalk or roadway pavements shall be restored (to the nearest full flag for sidewalks) in conformance with the Standard Specifications of the New York (City/State) Department of Transportation.
39. The Permittee shall furnish and install tarpaulins enclosing the immediate site of his cleaning and painting operations to insure complete protection of the general public and property, both on and below the roadway against possible damage from scraping, paint drippings, windblown paint, dust, concrete, etc. This permit does not constitute approval of either painting or paint removal methodology. All signs and signals shall be protected daily with clean and transparent coverings.
40. The washing of concrete truck drums within the Arterial Highway or city street right - of - way is strictly prohibited unless the contractor utilizes the New York State approved method.
41. ELECTRICAL INSPECTIONS UNIT (EIU)

Construction Stipulations to Prevent Damage to NYC Electrical Equipment

DRAFT

11/27/2012

East 81<sup>ST</sup> Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

- a. The NYCDOT Office of Construction Mitigation and Coordination (OCMC) - Highways must be contacted at telephone number 212.839.9643 or fax number 212.839.8970 at least two weeks prior to the commencement of any work so that a pre-construction inspection may be performed. If any repairs are made by NYCDOT EIU after the pre-construction inspection is performed, EIU shall notify OCMC so that the item(s) may be deleted from the inspection list.
  - b. NYSDOT will provide the NYCDOT Electrical Inspections Unit with a weekly schedule prior to the commencement of any excavation work, i.e. trench excavations, landscaping excavations such as for tree or bush pits, all other excavations, guiderail installations or any other installations involving drilling or the use of Hilti-bolts, or any other event when the earth gets moved on all highway surfaces, including grade level and elevated roadways, ramps, overpasses, paved and non-paved shoulder portions, over or adjacent to electrical lines, on or adjacent to the roadway, including excavation on shoulders both paved and non paved surfaces.
  - c. Accessibility to, plus a three-foot minimum clearance, must be made available at any street light, traffic signal or ITS pole, panel box, junction box, ITS system or camera, or any other NYC electrical systems equipment.
  - d. NYCDOT will provide routine maintenance to lights in construction areas.
  - e. The contractor shall perform all work with care so that any materials which are to remain in place, or which are to remain the property of NYC will not be damaged. If the contractor damages any materials which are to remain the property of NYC, the damaged materials shall be repaired or replaced in a timely manner, approved by the NYCDOT Electrical Inspections Unit, and at no cost to NYC.
  - f. In the event of damage to electrical lines, including but not limited to electrical conduit, street light poles, pull boxes, panel boxes, junction boxes, cameras, or any other NYC electrical systems equipment on or adjacent to all highway surfaces, including grade level and elevated roadways, ramps, overpasses, and paved and non paved shoulder areas, notice must be made to the Chief of the NYCDOT/EIU at telephone number 718-786-2825, or 24-hour emergency number 718-433-3340, at the time of such occurrence. An EIU inspector will be dispatched to evaluate and document the condition and coordinate the necessary repairs. NYSDOT will conduct any trouble-shooting work. The permittee shall be permitted to conduct the necessary repairs without delay following notification to NYCDOT. If an EIU inspector is not able to respond to the jobsite when the repairs are being performed, NYS will provide pictures and/or other documentation to confirm that the appropriate work has been completed.
42. The Permittee's vehicles shall not exceed the posted weight and/or height restrictions for any street, highway, bridge or viaduct section that he/she must travel upon.
43. During the snow season, the contractor shall be required to post "LIFT PLOW" signs at all locations (in both directions if necessary) where they have installed steel plates.
44. Roads used for the hauling of materials shall be kept free from debris and maintained by the Permittee and left in a condition satisfactory to the engineer-in-charge (EIC).

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11/27/2012

East 81<sup>st</sup> Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

45. On roadways/streets where rush hour parking and/or standing regulations are posted, the Permittee shall modify his schedule to conform to those (rush hour) restrictions.
46. The Permittee shall not park his equipment or store material overnight where it is deemed to be a safety hazard to the traveling public.
47. The Permittee shall not obstruct fire hydrants, crosswalks, pedestrian ramps, fire alarm boxes, bus stops or any public utility while performing his/her work. The Permittee may not move or remove "Bus Stop" Signs without prior written approval from both the New York City Department of Transportation and the New York City Transit.
48. This is not a parking permit. The Permittee shall obey all traffic laws and regulations.
49. This Permit may be amended to cover new or unforeseen conditions at the discretion of the New York City Department of Transportation, after consultation with the Permittee. The New York City Department of Transportation reserves the right to cancel this permit at any time for any valid reason.
50. This Permit, unless terminated at the discretion of the New York City Department of Transportation, will expire on .....


APPROVED:



JAY JABER, P.E.

Assistant Commissioner

Permit Management and Construction Control

  
DULY AUTHORIZED SIGNATURE OF  
PERMITTEE

SE: DRAFT-FDR-81ST

C: Dagher, Noto, Forgione, Ardito, Chen, Maniscalco, Edward, Campbell, Situation Room, Police Dept. (Traffic Division) - Sharpe, Fire Department, Litigation Support, HIQA - Highway Unit 55 water street, 7th floor.

(NO TEXT ON THIS PAGE)

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: HBPED100M  
(Re-Bid 1)

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N.: 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: December 09, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

Unless otherwise noted, all references contained herein are to the New York State Department of Transportation, (NYSDOT) Standard Specifications (Metric) for Construction and Materials dated January 02, 2002, as amended January 11, 2007.

Items listed on Page A3-2 of this Addendum which have three (3) or five(5) digits followed by a decimal (e.g. 551.502217 M, 17203.0308 M etc.) are NYSDOT Special Items. The Special Specifications (not covered by Standard Specifications) for these items are included in this Addendum (A3-Pages). However, all references therein to the "Department", "Materials Bureau", "Regional Engineer", etc., shall be deemed to mean the "Engineer". Where any reference is made on the plans or specifications to the "State" or any of its officials, the Contractor shall substitute the City of New York, Department of Design and Construction, or any of its appropriate officials. The NYSDOT Specifications described above neither implies the State's involvement in any testing and approval of materials, nor in the supervision of construction.

The Item beginning with "HW-" (e.g. HW-900H) is for Allowance for City Work Acceleration. The Special Specifications for this item is included in this addendum (A3-Pages).

The Items beginning with "NYC-" (e.g. NYC-637.13 M, NYC-2755-1 M, NYC-25564.514099 M, NYC-29634.1837 M, etc.) are new or modified versions of the NYSDOT Specifications unless otherwise noted. The Special Specifications (not covered by Standard Specifications) for these items are included in this Addendum (A3-Pages).

The Items beginning with the number "831" or "832" (e.g. 831.010001, 832.10, 832.50, etc.) are NYCDOT Items for Paint Removal. The Special Specifications for these items are included in this addendum (A3-Pages).

## SPECIAL SPECIFICATIONS

### INDEX TO SPECIAL SPECIFICATIONS

05615.8001 M	RAILING, TYPE 01
05670.77 M	MODIFY LIGHTING INSTALLATION
08670.4023 M	SERVICE CABINET
09634.90 M	HOLLOW METAL EXTERIOR DOOR, FRAME AND HARDWARE
10520.05 M	SAW CUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE PAVEMENTS
10670.0305 M	REMOVE AND STORE LAMPPOST ASSEMBLY
11555.8198 M	CRACK REPAIR (3MM OR WIDER) BY INJECTION OF PORTLAND CEMENT GROUT
11607.4009 M	STEEL PICKET FENCE
11607.980101 M	TEMPORARY CHAIN-LINK FENCE
11609.1510 M	STEEL EDGING
11609.260201 M	CONCRETE CURB, STEEL FACED (NYC), TYPE D
11615.8006 M	STAINLESS STEEL HAND RAIL
11634.9003 M	RODENT AND VERMIN CONTROL - INITIAL SURVEY, BAITING AND SANITATION
11634.9004 M	RODENT AND VERMIN CONTROL - MAINTENANCE PROGRAM
11656.9002 M	STAINLESS STEEL GUARD RAIL
17203.0309 M	LIGHTWEIGHT CONCRETE FILL (TYPE B)
203.28000109 M	FILTER SAND FOR SAND FILLTERS
203.35030017 M	DRILLING GROUT HOLES
551.40200017 M	FURNISH EQUIPMENT FOR INSTALLING MICROPILES
551.50220017 M	STATIC PILE LOAD TEST
551.99400017 M	MICROPILES (CONTRACTOR DESIGNED) - DESIGN LOAD LESS THAN 900 KN
551.99450017 M	PERMANENT CASING FOR MICROPILES
555.25010010 M	GROUTING
559.16960018 M	PROTECTIVE SEALING OF STRUCTURAL CONCRETE
559.18960018 M	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS
608.01000006 M	CONCRETE SIDEWALK AND DRIVEWAYS UNREINFORCED
608.03000001 M	PRECAST CONCRETE PAVERS FOR DRIVEWAYS, SIDEWALKS, AND BIKE PATHS
670.10010004 M	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE
670.30010139 M	MULTI-BAR LIGHTING EMITTING DIODE(LED) LUMINAIRE UNDERDECK MOUNT
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION
NYC-202.19 M	REMOVAL OF SUBSTRUCTURES
NYC-210.480401 M	REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM
NYC-25564.514099 M	PREFABRICATED SPAN UNITS
NYC-2755 M	PROTECTIVE STAINLESS STEEL FENCE
NYC-615.2408 M	BOULDER PLACEMENT-OFFSITE SUPPLY
NYC-634.99020017 M	VIBRATION MONITORING(NON-BLASTING)
NYC-637.13 M	ENGINEER'S FIELD OFFICE
NYC-637.355120 M	CPM SCHEDULING
NYC-697.20000082 M	BRIDGE FLAG REPAIR
831	SPECIFICATION FOR PAINTING
832	SPECIFICATION FOR LEAD PAINT REMOVAL - WORKER/ENVIRONMENTAL PROTECTION AND WASTE HANDLING



**ITEM 05615.8001 M - RAILING**

**DESCRIPTION**

The Contractor shall furnish and install railings as shown on the plans or as directed by the Engineer. The Contractor shall verify the type, quantity, location and installation method for each type of railing with the Engineer prior to ordering. Acceptance may include approval by owning or maintaining agencies other than NYSDOT.

**MATERIALS**

- A. Railing - Materials shall be as specified in the contract documents.
- B. Connecting Hardware - All hardware shall be as supplied or recommended by the manufacturer, as specified in the contract documents or as approved by the Engineer.
- C. The sizes, shapes, finishes and colors of all handrails shall be as specified in the contract documents.

**CONSTRUCTION DETAILS**

The railings shall be installed in the locations indicated in the contract documents, in accordance with the instructions supplied by the manufacturer or as indicated in the contract documents and as approved by the Engineer.

**METHOD OF MEASUREMENT**

The quantity to be measured for payment under this item will be the number of meters measured along the centerline of railing anchorage, between the extreme outer limits shown on the plans, installed in a manner satisfactory to the Engineer.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of all labor, materials and equipment necessary to furnish and install the railings, including both fabrication and installation as per the contract plans, and the removal of any existing railing being replaced.

***Payment will be made under:***

Item No.	Description	Pay Unit
05615.8001 M	Railing, Type 01	METER

**ITEM 05670.77 M - MODIFY LIGHTING INSTALLATION**

**DESCRIPTION:**

This work shall consist of modifying existing highway lighting installations and/or equipment as specified in the Contract Documents or as directed by the Engineer.

Included in this work is the modifying, removing, storing and/or disposing, reinstalling, refurbishing or replacing of highway lighting system elements. These elements may include but are not limited to poles, structure mount assemblies, luminaires, luminaire arms or brackets, pull and junction boxes as well as associated electrical controls, wiring and conduits.

Where not specifically covered on the Plans, specifications or special provisions, lighting installations and equipment shall be modified in accordance with the latest national, local and industry standards or codes for electrical and lighting work. Differences in codes and standards shall be resolved by the Engineer.

Equipment installation work and materials not covered on the plans, specifications, or in the special provisions, shall be installed according to the Manufacturer's recommendations if approved by the Engineer.

**MATERIALS:**

Existing equipment and materials shall be refurbished and reused as indicated on the Contract Documents. All workmanship and new equipment or material shall conform to the general requirements of Subsection 670-2, Materials, as well as those specified in the Contract Documents.

Galvanizing. Equipment and materials shall be galvanized, if required, in accordance with the appropriate types specified in Section 719, Metal Coatings.

Welding. Applicable provisions and general recommendations of the New York State Steel Construction Manual shall be followed for all welding work.

**CONSTRUCTION DETAILS:**

The appropriate provisions of Subsection 670-3, Construction Details, shall apply with the following additions:

Removing and Salvaging. Care shall be exercised in removing lighting and electrical equipment to be salvaged so that it will remain in its original form and existing condition whenever possible. The Contractor will be required to replace or repair to the satisfaction of the Engineer any equipment damaged, destroyed or lost by the Contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found unsatisfactory, through no fault of the Contractor, shall be properly replaced by the new equipment or material supplied by the owning agency.

All equipment or materials specified for removal but not intended to be incorporated in the work shall be removed and disposed of as specified in the Contract Documents.

Maintaining Existing Lighting Equipment. Unless approved otherwise, the Contractor shall not remove all existing lighting facilities in any area at one time. A reasonable effort shall be made to maintain as many lights as possible in operation at all times. Generally, when work is concentrated on one side of a street, the lights on the other should not be disturbed.

**METHOD OF MEASUREMENT:**

The work will be measured for payment as the number of each operation completed in accordance with the Contract Documents to the satisfaction of the Engineer.

**BASIS OF PAYMENT:**

The unit price bid shall include the cost of furnishing all labor, materials, tools, equipment and incidentals to complete the work of the item. All costs for repairing or replacing equipment damaged, destroyed or lost by the Contractor's operations or negligence shall be borne by the Contractor at no expense to the State.

The unit price bid for each modification operation as specified in the Contract Documents shall include all costs for excavation; backfill; removing and/or cutting off concrete, reinforcing or anchor bolts; furnishing and installing concrete, epoxy bonding compound, reinforcing bars, anchor bolt extensions and necessary drilling and grouting; removing and resetting frames, covers and cast iron boxes; and restoration of the site as specified.

***Payment will be made under:***

Item No.	Description	Pay Unit
05670.77 M	MODIFY LIGHTING INSTALLATION	EACH

**ITEM 08670.4023 M - SERVICE CABINET**

**DESCRIPTION:**

This work shall consist of furnishing a service cabinet as shown in the contract documents.

**MATERIALS:**

Cabinet shall be cast aluminum alloy 356 with door fully gasketed and mounted with internal stainless steel hinges, equipped with three point latch lock to provide a maximum tamper proof assembly. Electrical components shall be mounted on an internal mounting board of 19 mm exterior grade plywood. Electrical devices and service equipment shall conform to the ratings and sizes detailed in the contract documents.

**CONSTRUCTION DETAILS:**

The service cabinet shall be installed as shown in the contract documents.

**METHOD OF MEASUREMENT:**

This work will be measured as the number of service cabinets acceptably provided and installed.

**BASIS OF PAYMENT:**

The unit price bid shall cover the cost of furnishing and installing the cabinet, circuit breakers, contactor, panel, switches, grounding, heaters and all equipment, labor and materials necessary to complete the work including all internal wire and wiring and connections and components.

***Payment will be made under:***

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
08670.4023 M	SERVICE CABINET	EACH

**ITEM 09634.90 M - HOLLOW METAL EXTERIOR DOOR, FRAME AND HARDWARE**

**DESCRIPTION:**

The work shall consist of the following:

Furnishing and installing new galvanized hollow metal steel doors, galvanized steel frames and hardware at the north and south vaults.

**MATERIALS:**

Provide products which comply with ANSI/SDI 100 - Recommended Specifications: Steel Doors and Frames; Steel Door Institute, and with other requirements specified herein.

- A. Galvanized Steel Sheets: Doors and frames shall be fabricated from galvanized sheet steel. Zinc coated carbon steel sheets of commercial quality complying with ASTM A653 M and ASTM A924 M and having A60 zinc-iron or G60 zinc coating, mill phosphatized.
- B. Anchors, inserts, bolts and fasteners shall be galvanized and designed for built-in masonry use.
- C. Doors shall comply with SDI-100-85 Grade III, Model 2, 4.5 mm thick, fabricate from 1.5 mm galvanized sheet steel, with weather cap.
- D. Frames shall be full welded unit construction with corners mitered; fabricate from 2.28 mm galvanized sheet steel.
- E. Shop-Applied Paint: Primer: Doors and frames shall receive a shop prime coat. Rust inhibitive enamel or paint, either air drying or baking, suitable as a base for specified finish paints.
- F. Finish Hardware: Butt hinges, manufacturers: Stanley, Hager, Boomer.  
Butt hinges shall be of stainless steel construction, full mortise, 5 knuckle ball bearing with flat tips and non-removable pins.
- G. Locksets, manufacturers: Corbin, Schlage, Yale. Locksets for doors shall be mortise type.
- H. Metal threshold: Aluminum, 13 mm  $\pm$  wide, with neoprene insert.

Miscellaneous materials: All strikes shall be ANSI Standard, N-WBX, for hollow metal frames. All screws shall be Phillips head type.

Deliver products in cartons or crated to provide protection during transit and job storage.

Inspect products upon delivery for damage. Minor damage may be repaired provided refinished items are equal in all respects to new work and acceptable to the Engineer; otherwise, remove and replace damaged items as directed.

Store products at building site under cover. Place on minimum 100 mm high wood blocking. Avoid use of non-vented plastic or canvas shelters which could create a humidity chamber. If cardboard wrapper becomes wet, remove carton immediately.

Provide 7 mm spaces between stacked doors to promote air circulation. Package hardware items individually; label and identify each package with its associated door. Hardware shall be delivered to the site in manufacturer's original packaging.

Deliver keys to the Engineer by security shipment direct from hardware supplier. All locks shall be keyed alike. Provide 4 keys for each lock.

Finish Hardware Preparation: Prepare doors and frames to receive mortised and concealed finish hardware in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A 115 - Series Specifications for Door and Frame Preparation for Hardware.

Reinforce doors and frames to receive surface applied hardware. Drilling and tapping for surface applied finish hardware may be done at project site.

**CONSTRUCTION DETAILS:**

General: Install doors, frames and accessories in accordance with manufacturer's data and as specified herein.

Frame Installation: Comply with provisions of SDI 105 "Recommended Erection Instructions for Steel Frames", unless otherwise indicated.

Set frames accurately in position, plumbed, aligned and braced securely until permanent anchors are set.

Anchors: At in-place masonry construction, set frames and secure to adjacent construction with machine screws and masonry anchorage devices.

Door Installation: Fit steel doors accurately in frames, within clearances specified in ANSI/SDI 100.

Paint the Frame and Door: The door and frame shall receive two coats of finish paint selected by owner.

Hardware Installation: Install hardware in accordance with manufacturer's instructions. Use templates provided by hardware item manufacturer. Do not install surface mounted items until finishes have been completed on the substrate.

Mounting heights for hardware shall be 1024 mm floor to centerline of strike for mortise locks.

Final Adjustment: Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.

Clean adjacent surfaces soiled by hardware installation.

**METHOD OF MEASUREMENT:**

Hollow metal exterior doors, frame and hardware will be measured by the number of each.

**BASIS OF PAYMENT:**

The unit price bid shall include the cost of all labor, materials and equipment necessary to complete the work.

*Payment will be made under:*

Item No.	Description	Pay Unit
09634.90 M	HOLLOW METAL EXTERIOR DOOR, FRAME AND HARDWARE	EACH

**ITEM 10520.05 M - SAW CUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE PAVEMENTS**

**DESCRIPTION.** This work shall consist of saw cutting existing reinforced or unreinforced portland cement concrete, including portland cement concrete pavement and sidewalk, and composite pavement (asphalt concrete on reinforced or unreinforced portland cement concrete), at the locations indicated on the plans or where directed by the Engineer.

**MATERIALS.** All equipment proposed for this work shall be subject to approval by the Engineer prior to actual use. Rotary rock saws shall not be used for cuts under this item.

**CONSTRUCTION DETAILS.** Saw cutting shall be along a neat line as indicated on the plans or where directed by the Engineer. The cuts shall be neat and true with no shatter. Saw cuts shall be made to the depth (s) indicated on the plans and as stated below.

When removing composite pavement the Contractor shall saw cut the existing pavement for the full depth of the concrete pavement. The total saw cut depth will be more, depending on the thickness of the asphalt. At the Contractor's option, the asphalt concrete may first be saw cut and removed before making a second cut through the portland cement concrete.

Any damage to material not indicated for removal, caused by the Contractor's operations, shall be repaired by the Contractor. All repair shall be done in a manner satisfactory to the Engineer.

**METHOD OF MEASUREMENT.** This work will be measured by the number of meters of saw cutting done. No allowance will be made for saw cuts of different depths.

Saw cutting which is done for the Contractor's convenience will not be measured for payment under this item.

**BASIS OF PAYMENT.** The unit price bid per meter of saw cutting shall include the cost of all labor, materials, and equipment necessary to complete the work.

Only one payment will be made for saw cutting when removing composite pavement regardless of the method chosen. The cost of saw cutting the asphalt concrete in the composite pavement is included in this item. No payment will be made for this sawcutting under the item for saw cutting asphalt concrete.

Any repairs made necessary by the Contractor's operations shall be done to the satisfaction of the Engineer at no additional cost to the State.



Project ID: HBPED100M  
(Re-Bid 1)

*Payment will be made under:*

Item No.	Description	Pay Unit
10520.05 M	SAW CUTTING PORTLAND CEMENT CONCRTE AND COMPOSITE PAVEMENTS	METER

**ITEM 10670.0305 M - REMOVE AND STORE LAMPPOST ASSEMBLY**

**DESCRIPTION:**

Under this item, the Contractor shall remove and store on the site the lamppost assemblies designated on the plans or ordered by the Engineer.

**MATERIALS:**

Not specified.

**CONSTRUCTION DETAILS:**

Subsections 670-3.14, 3.15, 3.16, 3.17 of the Standard Specifications shall apply. The Contractor shall carefully remove the existing lamppost assembly, including any arms, luminaires, bases, fuses and connectors, etc. from its existing location and store on the site for pick-up by NYSDPR Maintenance forces. Any components of the lamppost assembly damaged during removal or storage shall be replaced or repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall be responsible for notifying the utility company prior to beginning any operations so that the affected circuit may be disconnected. In order to minimize darkened roadway areas, the Contractor will not be permitted to have more than one circuit disconnected at any one time.

**METHOD OF MEASUREMENT:**

The work will be measured by the number of complete lamppost assemblies removed and stored in accordance with the plans, specifications and directions of the Engineer.

**BASIS OF PAYMENT:**

The unit price bid shall cover the cost of removing and storing the lamppost assembly including arms, luminaries, bases, electrical conductor, labor, equipment and all other materials necessary to complete the work. The cost of removal of the remaining foundation shall be included under its appropriate item.

***Payment will be made under:***

Item No.	Description	Pay Unit
10670.0305 M	REMOVE AND STORE LAMPPOST ASSEMBLY	EACH

**ITEM 11555.8198 M - CRACK REPAIR (3 mm or wider) BY INJECTION OF  
PORTLAND CEMENT GROUT**

**DESCRIPTION:**

Install injection ports, seal the crack opening, inject the crack with grout, and restore the sealed surface to a flush condition in areas visible to the public. Perform the work at locations indicated on the contract plans or where directed by the Engineer.

**MATERIAL REQUIREMENTS:**

A. Crack Sealant - epoxy paste that completely cures in 4 hours or less and retains the injected grout. Any other type of crack sealant is subject to a project demonstration and approval by the Engineer.

B. Portland Cement Grout Ingredients.

Portland Cement, Type II	\$701-01
Fly Ash (Type F)	\$711-10
Microsilica	\$711-11
Grout Sand	\$703-04
Water	\$712-01
Admixtures	\$711-08
Expansive Agent	-

Include an air entraining admixture to create 5 - 15% air entrainment. If an expansive agent is used, use a maximum 1%, by weight of cementitious material, and eliminate any air entraining admixture.

**Cracks 3 mm to 6.5 mm.** Design a grout (portland cement, water and admixtures) with a minimal water content that will fill and flow throughout the crack. Up to 25% by loose volume of the portland cement may be replaced, in combination or alone, as follows:

Fly Ash	0 to 25%
Microsilica	0 to 10%

**Cracks 6.5 mm wide and wider.** Use a loose volume ratio of 1 part cementitious material (portland cement, fly ash, microsilica) to 1 - 3 parts grout sand.

Perform mix trials to select a suitable grout for the application. When the repairs will be visible to the public, match the color of the repair to the adjacent material, to the satisfaction of the Engineer.

Demonstrate that the grout to be used flows satisfactorily through an installed injection port.

**EQUIPMENT:**

Use only equipment in good working order, as approved by the Engineer.

A. High Speed Colloidal Mixer - provide a machine operated high speed colloidal mixer that operates in the range of 800 to 2000 revolutions per minute.

B. Positive Displacement Pump - to maintain a consistent pressure (from 0 to 0.35 MPa) to uniformly force grout into the cracks.

**CONSTRUCTION DETAILS:**

A. Crack and Surface Preparation. Remove all debris or contaminants accessible within the cracks by using hand tools, water blasting or oil-free high pressure air blasting, vacuuming, or other methods suitable to the Engineer. Remove all materials, including moisture, from the surface adjacent to the crack which might interfere with crack sealant bonding.

B. Injection Port Installation. Attach injection ports to the prepared surface by placing them onto (surface adapters) or into the cracks (socket ports) and affixing with crack sealant. Larger cracks may be ported by inserting an anchored tube into the crack. Other injection port designs and attachment methods require approval by the Engineer.

For cracks uniform in width, use injection port spacing sufficient to completely fill the crack. For cracks that get tighter with depth, double the injection port spacing. Intermediate ports may be placed for observation. To permit maximum flow into the void, position ports on the wider crack sections and at intersections, rather than at an exact spacing. Port spacing may be modified by the Engineer as experience is gained.

**FOR CRACKS COMPLETELY THROUGH A MEMBER:**

1. Cracks accessible from one side - space the ports not less than the thickness of the member.
2. Cracks accessible from both sides - space the ports not less than twice the thickness of the member and stagger them relative to the ports on the opposite side. Make the stagger between ports (on opposite sides of the member) at least the thickness of the member.

Place the endmost ports at the ends of the crack so as to insure complete filling of the crack.

**FOR MULTIPLE CRACKS ALL OVER A MEMBER:**

Space the ports as far apart as practical, but not less than 200 mm from one another. A 200 mm spacing presumes a 100 mm penetration in each direction, if the adjacent ports are not plugged when grout reaches them. For cracks that taper to an end, place the endmost ports about 100 mm from the end.

C. Crack Seal. After the ports have been installed, seal the crack opening with crack sealant, being careful not to plug the injection ports. Allow the crack sealant to cure completely before injecting grout.

Apply crack sealant when surface and ambient temperatures are above 10°C.

D. Water Flush. Prior to any grout injection, flush the crack with pressurized water using the grout injection procedure, or a similar procedure, to clean out any remaining debris, verify that water exits from all the installed ports, check for leaks, and dampen the walls of the crack. The Engineer will decide if this procedure is unsuitable for a particular crack.

E. Grout Injection. Perform grout injection only when the surface and ambient temperatures are above 7°C and are not expected to fall below 7°C during the next 24 hours.

UNIFORM WIDTH CRACKS - start toward the middle of a horizontal crack and work outward, or the lowest point of a sloping or vertical crack and work upward.

VARIABLE WIDTH CRACKS - start at the widest points of all types of cracks and work outward. Secure the feed line to the first port. Initiate and continue flow until grout exits from the adjacent port. (Plug observation ports and continue through the same port to achieve maximum penetration.)

Temporarily stop the injection process, remove the feed line, and seal the port. Attach the feed line to the adjacent port and repeat this procedure along the crack until the last port is sealed.

Generally, use higher pressures when injecting narrow deep cracks, medium to low for wider cracks, and lowest pressures when injecting a delaminated area or an area susceptible to lifting. Low pressure applied for a longer duration is more effective than high pressure applied for a shorter duration.

Exercise care to assure a continuous injection operation. In the event of leakage from a crack, stop the injection process until the leak is sealed.

Allow the grout to fully cure prior to performing subsequent work in the repaired area.

F. Verification. Take a minimum of 2 cores for each days work to verify acceptability of the injection operation. Take 25 or 50 mm cores, at locations mid-way between injection ports, to a depth of at least 150 mm. The Engineer will verify acceptability of the injection operation before progressing with other crack repair operations.

Coring frequency may be reduced if acceptable injection operations occur routinely, as determined by the Engineer.

G. Clean Up. In all areas visible to the public, remove spillage, the ports and crack sealant until flush with the adjacent surface. Remove stains and repair any damage to the satisfaction of the Engineer at no additional cost.

**METHOD OF MEASUREMENT:**

The Engineer will measure the work as the number of linear meters of crack repaired as required.

**BASIS OF PAYMENT:**

Include the cost of all labor, materials and equipment necessary to complete the work in the price bid per linear meter.

The Engineer will authorize payment after the measured length of crack has been repaired, and surface cleaned, as required.

***Payment will be made under:***

Item No.	Description	Pay Unit
11555.8198 M	CRACK REPAIR (3MM OR WIDER) BY INJECTION OF PORTLAND CEMENT GROUT	METER

**ITEM 11607.4009 M - STEEL PICKET FENCE**

**DESCRIPTION:**

Work shall consist of furnishing and installing new steel picket fence where indicated on Contract Drawings.

**MATERIALS:**

Materials required for this work shall comply with Subsection 564-2.

Structural steel shall comply with ASTM A36.

Primer and black paint finish coat shall comply with item 18570.39 M except that a second coat shall not be required.

Grout shall comply with Section 701-05, Concrete Grouting Material.

Steel sections to be embedded into concrete shall be galvanized in accordance with Section 719-01, Type I.

**CONSTRUCTION DETAILS:**

All work, including, but not limited to fabrications, inspection, and transportation of picket fence shall be done in accordance with provisions of the New York State Steel Construction Manual.

Fence posts shall be set plumb and grouted into place.

Fence shall be primed (2 coats) and painted black to match adjacent existing picket fence.

**METHOD OF MEASUREMENT:**

Work shall be measured as the number of linear meters of picket fence furnished and installed. Measurement shall be taken along longitudinal centerline of railing post.

**BASIS OF PAYMENT:**

Unit price bid per linear meter of picket fence shall include cost of all labor, equipment and materials necessary to complete the work.

*Payment will be made under:*

Item No.	Description	Pay Unit
11607.4009 M	STEEL PICKET FENCE	METER

**ITEM 11607.980101 M - TEMPORARY CHAIN-LINK FENCE**

**DESCRIPTION:**

This work shall consist of furnishing, erecting, moving and removing chain link fencing and metal gates of the size and type shown on top of the temporary concrete barriers, and in sidewalk and roadway areas at the locations as shown on the plans and where directed by the Engineer.

Fence Types: The types of the fences to be used may be one of the following:

Galvanized Steel Chain-Link Fencing on Steel Frame Vinyl Coated Steel Chain-Link Fencing on Steel Frame Vinyl Coated Steel Chain-Link Fencing on Plastic Coated Frame Fence Gates

**MATERIALS:**

Materials shall conform to the requirements specified in the following subsections of Section 700-Materials:

Galvanized Steel Fence Fabric	710-02
Vinyl Coated Steel Fence Fabric	710-03
Steel and Iron Posts, Rails, Braces and Fittings for Chain- Link Fence	710-10
Plastic Coated Posts, Rails, Braces and Fittings for Chain-Link Fence	710-12

**Fence Gates:**

Gate frames shall be composed of tubing braced with rods , bars or angles and filled with wire mesh, meeting the requirements of the Specifications for the type of fencing with which the gate is to be used, all as detailed on the Plans or Standard Sheets.

**Portland Cement Concrete for Basis:**

Portland cement concrete used for basis shall be Class A or C, conforming to the requirements of Section 501, Portland Concrete-General, except that requirements for automated batching shall not apply.

**CONSTRUCTION DETAILS:**

**General:** The Contractor shall install fence posts on the concrete barrier in 38 mm diameter, 305 mm deep drilled or formed holes near each end of each section of barrier. In addition, if the concrete barrier is furnished in lengths exceeding 3.0 m, it will be necessary for the Contractor to provide an additional hole at the center of the section to permit the installation of an intermediate post.

Line posts and corner and end posts on grade shall be installed in accordance with Standard Sheet 607-10 and 607-11 and gate posts shall be installed in accordance with Standard Sheet 607-12.



Heights of the posts and fencing shall conform to the dimensions shown on the Plans.

The Contractor shall perform such clearing and grubbing as may be necessary to construct the fence to the required grade and alignment.

At locations where breaks in a run of fencing are required, or at intersections with existing fences, appropriate adjustments in post spacing shall be made to conform to the requirement for the type of closure indicated.

When the Plans require that the posts, braces, or anchors be embedded in concrete, the Contractor shall install temporary guys or braces, as may be required to hold the posts in proper position until such time as the concrete has set sufficiently to hold the posts. Unless otherwise permitted, no materials shall be installed on posts or strain placed on guys or bracing set in concrete until seven days elapsed from time of placing the concrete.

All posts shall be set vertically and to the required grade and alignment. Cutting of the tops of the posts will be allowed only with the approval of the Engineer and under conditions specified by the Engineer.

Fence fabric of the size and type required shall be firmly attached to the posts and braces in the manner indicated. All fence fabric shall be stretched taut and installed to the required elevations. At each location where an electric transmission, distribution or secondary line crosses any of the types of fences covered by these Specifications, the Contractor shall furnish and install a ground conforming to the requirements of Subsection 9 of the National Electric Safety Code.

Fence shall generally follow the contour of the ground, with the bottom of fence fabric no less than 50 mm nor more than 150 mm from the ground surface. Grading shall be performed where necessary to provide a neat appearance. Line posts shall be spaced equidistant in the fence line at the spacing shown on the Plans, Standard Sheets or as directed by the Engineer. End, corner, and intermediate posts shall be placed at the locations indicated on the Plans, Standard Sheets or where directed by the Engineer, and shall be braced as shown on the Plans and Standard Sheets. When chain-link fence is on a long curve, intermediate posts shall be evenly spaced so that the strain of the fence will not bend the line posts.

All end, corner, and intermediate posts shall be set plumb in concrete bases of the depth and diameter shown on the Plans or Standard Sheets. The Contractor shall have the option of setting the line posts in concrete bases or using methods of driving and anchoring specified by the fence manufacturer and approved by the Engineer.

The concrete bases shall be rough cast in the ground around the posts. The top surface shall be domed to shed water and provide a neat appearance when completed. Extensions of up to 45 minutes for the allowed time for pouring the concrete will be permitted.

Chain Link Fencing With Top Rail:

Posts shall be set so they are equidistant with a maximum of 3.0 m centers.

All top rails shall pass through the base of the post caps and shall form a continuous brace from end to end of each stretch of fence. Top rail lengths shall be joined with sleeve couplings with expansion sleeves provided at 30 m intervals. Top rails shall be securely fastened to end posts by means of approved rail end connectors. Horizontal braces shall be provided at all intermediate posts, midway between the top rail and ground as shown on the Plans or Standard Sheets.

Diagonal truss rods shall be installed with the horizontal braces as indicated in the Plans or Standard Sheets.

Fence fabric shall be installed approximately 50 mm above the ground level and securely fastened along the bottom and to all braces, top rails, line and pull posts, at the intervals indicated on the Standard Sheets by approved methods. The fabric shall be secured to all end, corner, and gate posts with stretcher bars fastened to the posts, with stretcher bands spaced at a maximum of 355 mm and in a manner permitting adjustment of the fabric tension.

If the Contractor elects the option of using pieces, roll-formed sections, the fence fabric shall be integrally woven into the fabric loops on the end, corner, pull and gate posts. The fabric shall be attached to the end, corner and line posts as shown on the Standard Sheets.

Chain Link Fencing With Top Tension Wire:

The construction details specified in Chain-Link Fencing with top Rail shall apply with the following modifications:

- A. Top tension wire shall be installed as shown on the Plans Standard Sheets, or as directed, by the Engineer.
- B. All posts shall be spaced equidistant in the fence line on a maximum of 2.4 m centers, except that a 3.0 m spacing will be permitted on concrete barriers.
- C. Additional pull posts shall be placed at locations indicated on the Plans or Standard Sheets. Brace assemblies shall be installed at each intermediate post as indicated on the Plans or Standard Sheets.

Vinyl Coated Chain-link Fencing on Plastic Coated Frame:

The construction details specified on Chain-Link Fencing with Top Rail or Chain-Link Fencing with Top Tension Wire shall apply with the following addition:

If any of the resin clad material specified under item has the protective resin coating is damaged so its effectiveness to prevent corrosion of the base material is impaired, the Contractor shall repair such parts by applying one coat of an approved compound of color to match original material.

Fence Gates:

The Contractor shall construct metal fence gates of the type and size as indicated on the Plans or Standard Sheets, and in the location shown on ordered by the Engineer.

Upon removal, fence gates shall become the property of the Contractor and shall be removed by it from the project site.

METHOD OF MEASUREMENT:

This work will be measured as the number of linear meters of the chain-link fencing installed as measured along the top of fencing, including gates, center to center of end posts.

BASIS OF PAYMENT:

The unit price bid per linear meter for temporary chain-link fencing shall include the cost of all labor, materials, tools and equipment necessary to satisfactorily install the fencing, and gates and to subsequently remove them, and shall include all necessary clearing, grubbing, excavation and disposal, fill, concrete, anchoring, posts, hardware, fencing, gates, gate posts, locks, bracing, drilling or forming holes in concrete barriers as necessary, repair of material damaged by the Contractor's operations and all other materials.

Upon completion of construction, all materials installed under this item shall become the property of the Contractor and shall be removed by the it from the site of work.

After placement, payment will be made for ninety (90) percent of the quantity of chain-link fencing and gates furnished and erected in accordance with contract requirements. The remaining will be paid upon removal.

Payment will be made under:

Item No.	Description	Pay Unit
11607.980101 M	TEMPORARY CHAIN-LINK FENCE	METER

**ITEM 11609.1510 - STEEL EDGING**

**DESCRIPTION:**

This work shall consist of furnishing and installing steel edging in accordance with the contract documents and as directed by the Engineer.

**MATERIALS:**

Steel edging shall be 6mm thick by 100mm wide hot-rolled milled steel to conform with ASTM A-36, and shall have 300 mm tapered steel stakes placed through punch slots at 762mm on center intervals along its length. Steel edging and stakes shall be shop painted with weather resistant paint. The color of paint shall be Green 14036 as per Federal Color Chart 595B.

**CONSTRUCTION DETAILS:**

Steel edging shall be installed where shown on the contract documents and set with the top of edging flush with the surrounding grade. All bends and curves shall be smooth and uniform. Where the radii of bends or curves are such that field bending is not practical, they may be formed in the shop. Joints between lengths of steel edging shall be overlapped 300mm and welded at both ends of the lap with a 5mm weld. All welds shall be ground smooth before painting to match the steel edging.

**METHOD OF MEASUREMENT:**

This work will be measured for payment as the number of linear meters of Steel Edging supplied and installed including overlapping lengths.

**BASIS OF PAYMENT:**

The unit price bid for Steel Edging shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

***Payment will be made under:***

Item No.	Description	Pay Unit
11609.1510 M	STEEL EDGING	METER

**ITEM 11609.260201 M - CONCRETE CURB, STEEL FACED (NYC), TYPE D**

**DESCRIPTION:**

Under this item the Contractor shall construct concrete curb with steel facing as illustrated on the plans, in accordance with these specifications, at the locations shown on the plans or as ordered by the Engineer.

**MATERIALS:**

1. The material requirements of Section 609 "Curbing, Gutters and Concrete Mall" of the Standard Specifications shall apply. The material requirements, mix preparations and manufacturing of concrete shall comply with the Standard Specification for Class A concrete in Section 501, "Portland Cement Concrete - General".
2. Structural steel shall conform to the requirements of ASTM Designation A283, Grade A, and shall meet the requirement of the "New York Steel Construction Manual".
3. Epoxy Primer, Epoxy Intermediate Coat and Polyurethane Topcoat shall meet the requirements of Item 572.01 Structural Steel Painting System, Shop Applied. The Polyurethane Topcoat shall be light gray in color such that a prepared chip shall be a reasonable visual match to Munsell Book Notation 10B 6/1. Viewing shall be done North Standard Daylight.

**CONSTRUCTION DETAILS:**

Fabrication and construction details comply with the detail and notes on the New York City Department of Highways standard drawing H-1010 "Steel Faced Curb, Type D", as applicable with these specifications, and in accordance with the following:

**A. Concrete Curb**

1. Sub-section 609-3.03 "Conventionally ..." of the Standard Specifications for construction of concrete curb shall apply except as modified by this specification.
2. Expansion joints for curb section shall be 7 mm wide and filled with Premoulded Bituminous Joint Filler. An expansion joint of 19 mm thick Premoulded Bituminous Joint filler shall be provided in the curb on each side of drainage structures.
3. All the provisions of Section 609 pertaining to "Curb Gutters and Concrete Mall" shall apply.

**B. Steel Facing**

1. Fabrication of the steel facing shall conform to the requirements of Subsections 564-3 "Construction Details" of the Standard Specifications.
2. All surfaces of completed steel facing including anchors, fastening, etc., shall be thoroughly cleaned of all rust, oil, grease or foreign matter in accordance with Item 572.01

Structural Steel Paint System, Shop Applied. All surfaces of steel facing to be exposed after installation shall be painted in accordance with and meet the requirements of Item 18573.10.

3. Curved steel facing shall be bent to radii designated on the plans, with tangent 915 mm lengths provided in the end sections that will incorporate the point of curvature and point of tangency of the curb radius.
4. Special steel facing for drop curbs, splays, etc., shall be constructed as indicated on the New York City Highway Drawing H-1015 "Steel Faced Drop Curb (Driveways)".

**METHOD OF MEASUREMENT:**

Measurement will be taken as the number of linear meter of steel faced concrete curb furnished and installed where shown on the plans as ordered by the Engineer.

**BASIS OF PAYMENT:**

The unit price bid per linear meter shall include the cost of furnishing all labor, materials, equipment, excavation to bed the curb, and backfill, except where select backfill is called for, necessary to satisfactorily complete the work. Cleaning and painting of steel facing shall be included in the unit price bid.

***Payment will be made under:***

Item No.	Description	Pay Unit
11609.260201 M	CONCRETE CURB, STEEL FACED (NYC), TYPE D	METER

**ITEM 11615.8006 M - STAINLESS STEEL HAND RAIL**

**DESCRIPTION:**

This work shall consist of furnishing and installing a Stainless Steel Hand Rail in accordance with the Contract Documents and as directed by the Engineer.

**MATERIALS:**

Stainless steel bars and shapes shall be Type 316, ASTM A276.  
Stainless Steel tubing shall be ASTM A269.

Stainless steel bolts shall be in conformance with Section 715-16, Stainless Steel Connecting Products. Stainless steel brackets shall be ASTM A666, Type 316, and shall be in conformance with Section 715-16, Stainless Steel Connecting Products.

The Contractor shall submit to the Engineer for review and approval the following items:

Shop drawings and catalogue cuts for stainless steel hand rail details and location, bracket details and location, material and size of components, method of joining various components and assemblies, finish and location, size and type of bolts. Items requiring field assembly for installation shall be marked accordingly, and installation drawings and instructions shall be furnished.

**CONSTRUCTION DETAILS:**

Hand rail and brackets shall be fabricated to the design shown on the drawings. Members shall be furnished in the longest lengths commercially available within the limits shown and specified. All work shall be straight, true, free from warp and twist, and where applicable, square and in the same plane.

All surfaces and edges shall be free from sharp edges, burrs and projections, which may cause injury. Miter members at corners. All joints, corners, copes and miters shall be accurately cut, machined and fitted.

All welding shall be performed in accordance with the New York State Steel Construction Manual and all welds shall be ground smooth. Welds shall show good fusion, be free from cracks and porosity and accomplish secure and rigid joints in proper alignment. Where exposed in the finished work, welds shall be continuous for the full length of the members joined and have depressed areas filled and all protruding welds finished smooth and flush with adjacent surfaces.

Field connections shall be designed and constructed in the most practical place for appearance and ease of installation. All pieces shall fit together as required. Connections shall provide ease of assembly (and disassembly) without use of special tools. Joints shall be firm when assembled. Joining, fitting and welding of exposed work shall be concealed as far as practical. Screws shall not show

prominently on the face.

Installation of metal fabrications shall be performed by a member of the International Association of Bridge, Structural and Ornamental Iron Workers capable of installing each component in accordance with the drawings and specifications, in consideration of the field conditions, and in accordance with the shop and erection drawings. The fit of components and the alignment of holes shall eliminate the need to modify any component, use exceptional force in the assembly of any component, or use other than common tools. Each component shall be plumb, level, free of rack and twist, and set parallel or perpendicular as required to line and plane of surface.

**METHOD OF MEASUREMENT:**

This work will be measured as the number of meters of Stainless Steel Hand Rails satisfactorily furnished and installed.

**BASIS OF PAYMENT:**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

*Payment will be made under:*

Item No.	Description	Pay Unit
11615.8006 M	STAINLESS STEEL HAND RAIL	METER



- ITEM 11634.9003 M - RODENT AND VERMIN CONTROL - INITIAL SURVEY,  
BAITING AND SANITATION  
ITEM 11634.9004 M - RODENT AND VERMIN CONTROL - MAINTENANCE PROGRAM

**DESCRIPTION:**

A. Under these items the Contractor shall perform and satisfy the rodent and vermin control (extermination) and site sanitation requirements within construction areas as designated by the Engineer.

B. The Contractor shall maintain a cooperative dialogue with appropriate agencies and management representatives of neighborhood properties.

C. The Contractor shall perform the rodent and vermin control tasks described herein and also respond to other pest control needs when directed by the Engineer.

**MATERIALS:**

1. Products

- A. Furnish and use only pesticide formulations registered by the U.S. Environmental Protection Agency (EPA) and New York State Department of Environmental Conservation (DEC) where appropriate, according to label directions and as acceptable to the Engineer.
- B. Furnish and use devices and supplies (e.g., traps and bait stations) to facilitate the effectiveness and safety of the pest control program as appropriate and as acceptable to the Engineer.

2. Containers

- A. Use heavy duty refuse containers with tight-fitting domed lids, with a spring loaded flap, for disposal of all garbage and trash associated with food. Maintain these containers so there are no openings that allow access by rodents or vermin.
- B. If a dumpster is necessary for the temporary storage of garbage and trash associated with food, it shall not have openings that allow access by rodents or vermin. The dumpster shall have a drain plug if a drain is present, and the doors shall be maintained tightly closed.

**CONSTRUCTION DETAILS:**

This work is to be performed prior to the start of construction and also throughout construction, so that Rodents (rats and mice) and Vermin (cockroaches, beetles, and other insects) do not disperse from or infest construction area or adjacent residential areas.

1. Submittals

- A. Submit to the Engineer copies of pesticide applicators certification and licenses within ten (10) days of their issuance or renewal for the duration of this Contract.

- B. After performing the survey described under CONSTRUCTION DETAILS Subsection 6, below, and before initiating baiting, submit to the Engineer a written description of proposed pest control procedures, indicating materials, quantities, methods, and time schedule. For all pesticide be used, submit a copy of pesticide manufacture's EPA - approved pesticide label with application directions.
- C. Submits to the Engineer documentation of pest control activities and results as follows:
  - 1) Monthly - Submits data sheets with location of sites treated, methods and data application, amounts and types of bait used, pesticides dosage, number and types of traps set, survey and inspection results, sanitation condition complaints calls investigated, any problems that occurred and signature of applicator.
  - 2) Monthly - submit a map that shows bait station, manholes and catch basins where baits are being maintained.
- D. At least 10 days prior to occupancy of Contract area, submit to the Engineer for review a written description of the sanitation procedures to be used.

2. Qualifications:

- A. The Contractor shall perform this work at all times in accordance with the following minimum standards and as acceptable to the Engineer.
- B. The Contractor, key personnel and applicator shall have experience and/or training in vertebrate pest management and integrated pest management; have experience with various rodent and vermin control techniques, equipment, and strategies; and have knowledge of and experience with techniques to reduce non-targets hazards.
- C. Applicators shall be licensed and certified by New York State DEC.

3. Coordination:

- A. The Contractor shall not proceed with the construction designated on the Plans until written release is issued by the Engineers, after successful completion of the initial phase of rodent and vermin control.
- B. Initiate the work before field mobilization begins for the construction designated on the Plans and within adequate timing to achieve control before environmental disruption and site work. Provide a maintenance program until construction is completed and all equipment and materials are removed, as determined by the

Engineer.

- C. Perform this work in such a manner and post warning signs such that toxicants or other control tools do not pose hazards to persons, domestic animals, or non-targets wildlife.

4. Permits:

- A. Obtain and maintain in coordination with the Engineer appropriate permit(s) from City or State agencies for pest control activities associated with this work.
- B. Obtain and maintain in coordination with the Engineer all right of entry permits required for the performance of this work. This includes all utilities and private properties to which entrance is required.

5. Meetings:

- A. Before proceeding with the work, all pest control personnel shall attend a two hour orientation session held by the Engineer and discuss planned pest control methods and coordination.

6. Survey:

- A. Prior to baiting, survey the proposed construction area with representatives of adjacent buildings and record signs of rodent and vermin activity and sanitation conditions. Maintain survey in the manner described under Construction Details Section 10.
- B. Thoroughly inspect construction areas and accessible or observable bordering area designated herein, and any nearby area designated by the Engineers, for rodent and vermin activity and sanitation deficiencies monthly throughout the duration of this contract and in accordance with the work schedule. Maintain inspection records in the manner described under Construction Details Section 10.

7. Application for Rodent and Vermin Control:

- A. Apply rodenticide and insecticide in strict accordance with EPA-approved label directions and NYSDEC and NYCDEP regulations. Maintain records of all bait placements in the manner described under Construction Details Section 10.
- B. Where appropriate, use properly secured and tamper-resistant bait stations consistent with EPA regulations, Remove manhole covers and ventilate manholes according to requirements of appropriate municipal agencies and utility companies. Use a police, or utilities details as appropriate. Coordinate the work with appropriate municipal agencies and utility companies. Individually number and property identify all bait stations.

C. Baited area must be posted with warning signs advising the public that bait has been placed in the area. The signs are to be large (425mm X 550mm) and clearly printed at all baits stations.

D. Surface Applications

1) Initial Surface Baiting

Rid the construction area of all detectable rodents and vermin before construction begins, as acceptable to the Engineer. Bait all observable rodent burrows and areas of vermin infestation. Install and secure bait stations at regular and appropriate intervals and locations, and document rodent or vermin activity (burrows, dropping, bait consumed, dead rodents). Replenish bait and shift stations as necessary to ensure complete control of rodent and vermin populations. Bait edge and accessible bordering areas designated on the Plans as necessary to ensure that rodents and vermin shall not infest work areas.

2) Maintenance Surface Baiting

Establish a maintenance baiting program prior to the start of construction. This includes construction areas and accessible bordering areas designated herein, as acceptable to the Engineer. Check bait placements weekly. Use survey and baiting data to determine the most effective distribution of baiting locations and bait quantities. Shift and distribute bait and bait stations as appropriate to ensure continuous control.

E. Subsurface Applications

1) Initial Subsurface baiting

Apply appropriate baits to control rodent and vermin populations in manholes and catch basins. This shall involve suspending and securing bait using noncorrosive wire (e.g., 24 gauge plastic coated). Place bait in all accessible manholes and catch basins within the construction work area. In addition, bait an appropriate set of manholes and catch basins in the blocks bordering the work area as designated herein and as acceptable to the Engineer. Identify all baited manholes and catch basins with a standardized paint mark on the street and, a numbered tag to be attached to the suspending wire. Approximately seven days after completion of the first baiting, check all manhole and catch basin baits and record estimates on the amount of bait consumed. Replenish or increase the amount of bait applied according to the amount consumed and as acceptable to the Engineer. Repeat this process again approximately fourteen days later and until there is little or no bait consumed. Check manholes and catch basins weekly when they repeatedly have 100 percent of the

bait consumed.

2) Maintenance Subsurface Baiting

Prior to the start the construction, establish a maintenance baiting program appropriate for the rodent or vermin infestation patterns identified during initial program appropriate for the rodent or vermin infestation patterns identified during initial subsurface baiting. This program shall ensure continued control and shall be performed acceptable to the Engineer. Maintain bait in manholes and catch basins that have rodent or vermin activity and those that had activity during initial baiting as necessary. Check each bait weekly or more often according to rodent or vermin activity levels and the recent history of bait consumption. Use utility maps and baiting data to determine the most effective distribution of baiting locations and bait quantities. Shift and distribute baiting locations as necessary to ensure adequate interception option points for controlling immigrating rodents or vermin.

F. Cleanup

- 1) Remove visible rodent carcasses and dispose of them daily consistent with the pesticide label directions and applicable codes, laws, and regulations.
- 2) Upon completion of any pest control operations at the site, remove remaining bait and dispose of it according to the pesticide label and applicable codes, laws, and regulations. Also remove all wires used for subsurface baiting and any bait stations or traps.

8. Sanitation:

Prior to construction and throughout the duration of this Contract, identify and document harborage and food sources available to rodents on the construction site and in observable bordering areas designated herein. This includes any littering or improper or insufficient use of trash receptacles in construction or structural deficiencies that violate City or State sanitation codes.

Maintain records of sanitation conditions in the manner described under CONSTRUCTION DETAILS, Subsection 10, below.

- A. Maintain Construction and laydown areas and their perimeters free of trash, garbage, weeds, debris and unnecessary or deteriorated hay and straw bales. Provide and enforce proper use of refuse containers to ensure that rodents and other pests are not harbored or attracted.
- B. Designate specific locations as lunch and coffee break areas to prevent random disposal of garbage and trash. Keep those areas

free of litter and garbage, and provide refuse containers. Keep refuse containers upright with their lids shut tight.

- C. Have all refuse containers (described in Materials Section 2), emptied daily to maintain site sanitation. If a dumpster is used (as described in Materials Section 2) empty it at least weekly and keep the area under and around it clean.
- D. Notify the Engineer within 24 hours whenever rodents (rats or mice) or signs of rodent activity (burrows or droppings) or vermin are observed in construction or laydown areas.

#### 9. Complaint Calls

- A. During construction, respond to pest-related complaints from the adjacent neighborhood within 12 hours when directed by Engineer. Inspect the particular premises and adjacent areas for sanitation and structural deficiencies and also signs of historic and recent pest activity. Provide sanitation and structural maintenance information to the property owner or manager. Use pesticides or traps as necessary and appropriate to resolve the complaint when there is a relationship between the pest infestation and construction activities, or when directed by the Engineer.
- B. Maintain records of all complaints investigated, including location, contact person, inspection results, and actions taken. Document the relatedness of the pest infestation to construction activities.

#### 10. Record Keeping

- A. Use standard data sheets provided or approved by the Engineer to maintain accurate records of date, placement, type, and amount of pesticides or other control tools (e.g. traps) applied. Similarly, maintain records of surveys, inspection, changes in pest activity, sanitation conditions, or when directed by the Engineer.

#### METHOD OF MEASUREMENT

The quantity to be paid for under the item Initial Survey, Baiting and Sanitation, Will be on a lump sum basis for the initial work completed in accordance with the plans, specifications and direction of the Engineer.

The quantity to be paid for under the item, Maintenance Program, will be on a per month basis for the maintenance program completed in accordance with the plans, specifications and direction of the Engineer.

~~Extermination work to be performed under Item 202.01nnnn. Disposal of Buildings will be measured and paid for under Item 202.01nnnn.~~

~~Disposal of Buildings.~~

**BASIS OF PAYMENT**

The lump sum price bid for the item 11634.9003 M, Rodent and Vermin Control - Initial Survey, Baiting and Sanitation, shall cover the cost of all labor, material and equipment necessary to complete the initial survey, planning, documentation, baiting and inspection of the construction and adjacent areas both surface and subsurface as well as sanitation inspection, documentation and corrective measures.

The unit price bid per month for the item 11634.9004 M, Rodent and Vermin Control - Maintenance Program, shall cover the cost of all labor, materials and equipment necessary to complete the weekly inspections, rebaiting, cleanup and rodent and vermin control documentation, garbage disposal cleanup and sanitation documentation as well as to receive, document and respond to complaints.

***Payment will be made under:***

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
11634.9003 M	RODENT AND VERMIN CONTROL - INITIAL SURVEY, BAITING AND SANITATION	LUMP SUM
11634.9004 M	RODENT AND VERMIN CONTROL - MAINTENANCE PROGRAM	MONTH

**ITEM 11656.9002 M - STAINLESS STEEL GUARD RAIL**

**DESCRIPTION:**

This work shall consist of furnishing and installing Stainless Steel Guard Rail in accordance with the contract documents and as directed by the Engineer.

**MATERIALS:**

Stainless Steel: Type 302/304; ASTM A 666 for plate, sheet and strip; ASTM A 276 for bars and shapes; ASTM A 269 for tubing.

Stainless Steel Connecting Products: ASTM A 666, Type 316; and in conformance with §715-16 in the New York State Department of Transportation Standard Specifications of May 4, 2006, as currently amended.

High Strength Bolts, Nuts and Washers shall be in conformance with §715-14 in the New York State Department of Transportation Standard Specifications of May 4, 2006, as currently amended.

Metric Anchor Bolts, Screws, and Studs shall be in conformance with ISO 898 Part 1.

Non-shrink grout shall be non-metallic.

**CONSTRUCTION DETAILS:**

The Contractor shall submit to the Engineer for review:

Shop drawings for stainless steel guard rail, showing complete details, location in the project, material and size of components, method of joining various components and assemblies, finish, and location, size and type of anchors. Mark items requiring field assembly for erection identification and furnish erection drawings and instructions. Submit product specifications with recommended design values and physical characteristics for anchor bolts. Submit certified test reports showing compliance with specified performance Characteristics and physical properties.

Prior to proceeding with the work, erect a 1-meter long mock-up of the railing on the job site. Mock-up shall demonstrate quality of workmanship.

Proceed with the remainder of work after the mock-up has been reviewed by the Engineer. Make modifications as directed. The accepted mock-up will be used as a quality standard for the remainder of work. It shall remain on-site until all railing work is completed and accepted by the Engineer. The mock-up may be incorporated into the final work.

Fabricate items to design shown on drawings. Furnish members in longest lengths commercially available within the limits shown and specified. All work shall be straight, true, free from warp and twist, and where applicable square and in same plane.



All surfaces and edges shall be free from sharp edges, burns and projections that may cause injury.

Field and shop welding of steel shall be in accordance with the requirements of AWS D1.1. Welds shall show good fusion, be free from cracks and porosity and accomplish secure and rigid joints in proper alignment. Where exposed in the finished work, welds shall be continuous for the full length of the members joined and have depressed areas filled and all protruding welds finished smooth and flush with adjacent surfaces.

Miter members at corners.

All joints, corners, copes and miters shall be accurately cut, machined and fitted.

Design and construct field connections in the most practical place for appearance and ease of installation. All pieces shall fit together as required. Connections shall provide ease of assembly (and disassembly) without use of special tools. Joints shall be firm when assembled.

Joining, fitting and welding on exposed work shall be concealed as far as practical. Screws shall not show prominently the face.

The fit of components and the alignment of holes shall eliminate the need to modify any component, use exceptional force in the assembly of any item, or use other than common tools.

Installation of metal fabrications shall be by experienced mechanics capable of installing each item in accordance with the drawings and specifications, in consideration of the field conditions, and in accordance with the shop and erection drawings.

Set work accurately, in alignment, and where shown. Items shall be plumb, level, free of rack and twist, and set parallel or Perpendicular as required to line and plane of surface.

Provide anchoring devices and fasteners as shown and as necessary for securing metal fabrications to building construction as specified.

**METHOD OF MEASUREMENT:**

This work will be measured as the number of meters of Stainless Steel Guard Rail satisfactorily furnished and installed. The quantity of railings to be measured for payment shall be the total length of railing furnished and incorporated in the work. The railings will be measured as the number of meters measured along the centerline of the handrail.

**BASIS OF PAYMENT:**

The unit price bid shall include the cost of furnishing all labor, materials and equipment necessary to perform and install work as indicated herein, as shown on the contract plans and in accordance with the Specifications.

Project ID: HBPED100M  
(Re-Bid 1)

*Payment will be made under:*

Item No.	Description	Pay Unit
11656.9002 M	STAINLESS STEEL GUARD RAIL	METER

**ITEM 17203.0309 M - LIGHTWEIGHT CONCRETE FILL (TYPE B)**

**DESCRIPTION**

This work shall consist of furnishing and placing lightweight concrete fill of the appropriate type at the locations indicated on the plans or where directed by the Engineer. The work shall be done in accordance with these specifications and in conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer in writing.

**MATERIALS**

- A. Materials shall meet the requirements of the following:

<b>MATERIALS</b>	<b>SUBSECTION</b>
Portland Cement (Types 1,2 or 3)	701-01
Water	712-01
Admixtures	711-08
Foaming Agent	(SEE BELOW)

The Foaming Agent shall conform to the requirements of ASTM C-869. Foaming Agents which are on the Approved List issued by the Department's Materials Bureau shall be accepted at the site on the basis of the brand name labeled on the Foaming Agent container and certified documentation issued by the supplier.

A Foaming Agent not on the Approved List will be evaluated based on submitted information and sample testing by the NYSDOT Materials Bureau (minimum of six months). For each class of material submitted for evaluation, specimens will be required for testing of compressive strength, air-dry density, freeze-thaw and water absorption characteristics and other testing as deemed appropriate. For detailed information contact the NYSDOT Materials Bureau.

- B. The lightweight concrete fill shall conform to one of the following types as specified on the plans and shall be mixed in accordance with the recommendations of a representative of the supplier of the foaming agent:

<b>TYPE</b>	<b>MAXIMUM CAST WET DENSITY</b>	<b>MINIMUM COMPRESSIVE STRENGTH (28 DAYS)</b>
	kN/m3	kPa
A	4.7	275
B	6.6	690

The Contractor shall be responsible for designing the mix so that each type of lightweight concrete fill meets the corresponding criteria listed above.

- C. During the initial placement of the lightweight concrete fill, the density will be determined at the point of placement and the

mix shall be adjusted by the Contractor, as required, to obtain the specified Cast Wet Density. Thereafter, the density will be monitored by the Engineer at 30 minute intervals during placing, and the Contractor shall adjust his operations as necessary to maintain the specified Cast Wet Density.

Specimens for determination of the compressive strength will be taken by the Engineer at the point of placement. Sampling will be in accordance with Department procedures as follows:

1. Four representative samples (150 mm x 300 mm cylinders) shall be taken at the point of placement for each day's pour or each 75 cubic meters of material placed, whichever is more frequent. Samples shall be marked for clear identification and all pertinent field information will be recorded on the corresponding field report, Form BR 300, including the station limits and elevation limits of the placement. Slump and air content shall not be measured.
2. Samples shall be obtained by overfilling the cylinders by pouring concrete down the insides of the cylinders, allowing air to escape during filling. DO NOT ROD THE SAMPLES. The sides and bottom of the cylinder molds shall be tapped to close any accidentally entrained air voids. Strike off the top of the cylinder (not more the three times) and cover.
3. Samples shall be placed in a location where they will not be disturbed nor subjected to temperatures below 7°C or above 30°C. Excessive handling may damage these test cylinders.
4. After 24 hours, the Engineer will ship the cylinders along with the corresponding field test reports to the Materials Bureau for storage and testing. At 28 days the cylinders will be compression tested.

Failure to meet the Cast Wet Density or the strength criterion for the appropriate type may require removal and replacement of that entire lift, and all overlying lifts, at the Contractor's expense based on an engineering evaluation by the Geotechnical Engineering Bureau.

#### **CONSTRUCTION DETAILS**

Mixing and placing operations shall be under the supervision of the Engineer. A representative of the supplier of the foaming agent shall be on site during the initial placement and at such times as requested by the Engineer to advise the Contractor on his operation. The lightweight concrete fill shall be placed in lifts not to exceed 600 mm unless otherwise approved by the Engineer. Subsequent lifts shall be placed only after a minimum 12 hour waiting period has been observed.

The Lightweight Concrete Fill shall be placed on supporting surfaces which have been cleaned of loose debris, sand, dust, or other foreign materials to the satisfaction of the Engineer. Surfaces against which the lightweight concrete fill is to be placed shall be free of ice, snow or standing water and shall be at a temperature of 1°C or higher.

If the ambient air temperature is at or below 7°C or is expected to fall below this temperature during the curing period of the lightweight concrete fill, the Engineer may require that the exposed surfaces be covered with insulating blankets or hay, bat insulation, or solid or sprayed foam. The insulating material shall meet the requirements of Subsection 711-07 Form Insulating Materials for Winter Concreting.

**METHOD OF MEASUREMENT**

The quantity of lightweight concrete fill in cubic meters shall be computed from payment limits shown on the plans or from revised payment limits established, in writing, by the Engineer at the time of construction.

**BASIS OF PAYMENT**

The unit price bid per cubic meter shall include the cost of furnishing all equipment, labor, and materials necessary to satisfactorily complete the required work. All costs for insulating, including the insulating material, shall be included in the price bid for this item.

***Payment will be made under:***

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
17203.0309 M	LIGHTWEIGHT CONCRETE FILL (TYPE B)	CUBIC METER

**ITEM 203.28000109 M - FILTER SAND FOR SAND FILTERS**

**DESCRIPTION**

The Contractor shall furnish and place a layer of filter sand in sand filters as shown on the plans.

**MATERIALS**

The filter sand shall be clean washed and meet the requirements of Subsection 703-07, Concrete Sand.

**CONSTRUCTION DETAILS**

Filter sand shall be placed in accordance with details indicated on the plans and loosely compacted by lightly tamping with a dozer or backhoe bucket.

**METHOD OF MEASUREMENT**

The quantity to be paid for under this item shall be the number of cubic meters computed from the payment lines shown on the plans, or as directed by the Engineer.

**BASIS OF PAYMENT**

The unit price bid per cubic meter shall include the cost of all labor, material and equipment necessary to properly complete the work.

***Payment will be made under:***

Item No.	Description	Pay Unit
203.28000109 M	FILTER SAND FOR SAND FILTERS	CUBIC METER

**ITEM 17203.3503 M - DRILLING GROUT HOLES**

**DESCRIPTION**

Drill minimum 65 mm diameter grout holes, at the locations, in the direction, and to the depths or elevations on the plans.

**MATERIALS**

Not specified.

**CONSTRUCTION DETAILS**

**Submittals**

The Contractor shall submit to the Engineer for approval, a description of the proposed method of drilling the required grout holes, including equipment set-up, drill operation, drill hole size, bit type, and means of equipment and personnel access to the site.

**Drilling Grout Holes**

Grout holes shall be drilled with rotary or percussion drilling equipment. Cuttings shall be removed by water flushing when drilling below the groundwater table, and by air or water flushing when drilling above the water table. Flushing of drilled holes in rock or concrete shall continue until there is no further removal of cuttings in the wash-fluid or, in the event of substantial water loss in the hole, for a minimum of 10 minutes. No core recovery will be required.

Where the drilling operation is not performing as specified in the Contract, the drill operation shall be stopped. A revised operation shall be submitted to the Engineer for his approval prior to continuing this work.

The Contractor shall keep detailed drilling logs for each hole drilled. The records shall include the following:

- a. Hole number, and location;
- b. Date, and start and end times of drilling;
- c. The depth at which a loss, if any, of drilling fluids occurs;
- d. Description of cuttings in the return fluid with depth of drilling, or a description of the strata with depth;
- e. Water depth; and
- f. Other data as required by the Engineer.

**Drilling Sequence**

Grout hole locations shall be progressed in the order as indicated on the plans, or as directed by the Engineer.

Grout holes shall be kept open until they have been grouted. A grout hole that collapses prior to filling with grout shall be reopened, replaced or abandoned, as ordered by the Engineer.

Holes shall not be drilled or flushed within 9 m of a hole being grouted for eight (8) hours after the completion of grouting.

**METHOD OF MEASUREMENT**

The quantity to be paid for this item shall be the actual number of meters of accepted grout holes drilled, as shown within pay limits on the plans.

Where a grout hole does not remain open due to collapsing subsurface conditions or adjacent grouting operations, the hole shall not be considered accepted.

**BASIS OF PAYMENT**

The unit price bid per meter for Drilling Grout Holes shall include the cost of all labor, material and drill tools necessary to satisfactorily complete the work.

*Payment will be made under:*

Item No.	Description	Pay Unit
203.35030017 M	DRILLING GROUT HOLES	METER



**ITEM 551.40200017: FURNISHING EQUIPMENT FOR INSTALLING MICROPILES**

**DESCRIPTION**

This work shall consist of furnishing the necessary equipment at the work site for installing micropiles or micropiles with permanent casings as indicated in the contract documents.

The equipment shall be capable of advancing drill casing and permanent casing, and drilling holes for micropiles by rotating the casing(s) and applying a static vertical load. The equipment shall be capable of cleaning out the inside of the casing(s) without disturbing the surrounding soil or excavating more than 0.3 m ahead of the casing. The equipment shall be equipped with gauges conveniently located at the pile installation site to measure the volume of grout being pumped into the pile and the grouting pressure. The equipment shall be able to perform the work without removing or relocating existing utilities, structures or structural members.

**MATERIALS**

Not Specified.

**CONSTRUCTION DETAILS**

Submit literature fully describing the type of equipment proposed for use to the Engineer for approval by the Deputy Chief Engineer Structures, at least 30 days prior to commencing installation. At any time, remove all equipment deemed unsatisfactory by the Engineer from the site and replace it with satisfactory equipment at no additional cost to the State.

**METHOD OF MEASUREMENT**

The furnishing equipment item will be measured on a lump sum basis.

**BASIS OF PAYMENT**

The unit price bid for furnishing equipment for installing micropiles shall include the cost of all labor, material and equipment necessary for transporting, erecting, maintaining, making any ordered equipment replacement, dismantling and removing all installation equipment.

Payment shall be as follows: Seventy-five percent (75%) of the lump sum amount bid will be paid when the required equipment for installing the micropiles is furnished and at least one pile for each piece of equipment specified has been installed to the Engineer's satisfaction. The remaining twenty-five percent (25%) will be paid when the work of installing all micropiles is complete.

Project ID: HBPED100M  
(Re-Bid 1)

*Payment will be made under:*

Item No.	Description	Pay Unit
551.40200017	FURNISHING EQUIPMENT FOR INSTALLING MICROPILES	LUMP SUM

**ITEM 551.50220017 -STATIC PILE LOAD TEST**

**DESCRIPTION**

The work shall consist of furnishing all testing materials and equipment and performing a static pile load test on the pile indicated in the contract documents or where directed by the Engineer. The work shall be done in accordance with the requirements of the current version of the Geotechnical Control Procedure, GCP-18, Static Pile Load Test Manual.

Engage the services of a Professional Engineer, experienced in all aspects of pile load testing and acceptable to the Deputy Chief Engineer Structures (D.C.E.S.) to perform the load tests and to prepare reports of test results, as outlined in GCP-18. The Contractor's agreement with the Professional Engineer shall provide for additional technically qualified personnel to be at the test site at all times during testing to assure that loads are being maintained and to record data.

In instances where the pile being tested is a Contractor Designed Micropile, the work shall also include the installation of the test pile.

**MATERIALS**

These shall be as required by GCP-18.

**CONSTRUCTION DETAILS**

A Contractor Designed Micropile test pile shall be installed in accordance to the Micropile (Contractor Designed) specification. The pile shall be tested in accordance with the requirements of GCP-18.

**METHOD OF MEASUREMENT**

The static pile load test work will be measured by the number of load tests satisfactorily performed in accordance with the specification.

**BASIS OF PAYMENT**

The unit price bid for a static pile load test shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Contractor Designed Micropiles that are tested and fail to meet the acceptance criteria will be rejected. No payment will be made for the Static Pile Load Test or for the test pile.

Design Provided Micropiles, Drilled Shafts, or Driven Piles that are tested and fail to meet the acceptance criteria will be rejected.

Project ID: HBPED100M  
(Re-Bid 1)

However, payment will be made for the Static Pile Load Test under Item 551.50220017 and for the installation of the micropile/shaft/pile under its respective item.

***Payment will be made under:***

Item No.	Description	Pay Unit
551.50220017 M	STATIC PILE LOAD TEST	EACH

**ITEM 551.99400017 M -      MICROPILES (CONTRACTOR DESIGNED) - DESIGN**  
**LOAD LESS THAN 900 KN**

**DESCRIPTION**

**A. General.** This work shall consist of designing micropiles, furnishing all labor and materials, and performing all operations necessary to install micropiles at the locations and to the required capacities indicated in the contract documents.

Micropiles with extended lengths include an additional pile length as described in the Definitions below. The Contractor's Engineer shall incorporate this requirement into the design of the micropile with extended lengths.

**B. Definitions.** Definitions that apply within this specification are:

**Bond Breaker.** A device or special treatment incorporated into a length of a micropile that will allow no load to be transferred to the soil over that length. A bond breaker also provides full lateral support of the pile over the length of the bond breaker.

Grout placed in contact with the soil using gravity pressure only will not be considered to constitute a bond breaker.

**Bond Zone.** The gravity grouted, pressure grouted, and/or post grouted length of a micropile that provides the pile's capacity.

**Design Load.** The load permitted on a pile. The design load is indicated in the contract documents.

**Drill Casing.** Steel pipe of flush joint type used in the drilling process to stabilize the drill hole.

**Duplex drilling.** A method of progressing and cleaning out a hole for installing a micropile in which the outer drill casing is progressed simultaneously with an inner drill rod string. The drill casing is cleaned using reverse circulation. Intimate contact between the soil and an outer drill casing is maintained during drilling.

**Extended Length.** An additional pile length resulting from a requirement that the pile capacity be achieved below a given elevation. Typically, extended lengths are prompted by a conflict with subsurface elements (e.g., underground structure, utilities, etc.) or unreliable soil strata. Bond breakers may be required.

**Micropile.** A small-diameter (typically less than 12 inches), friction pile formed by removing material using non-vibratory and non-displacement methods to create a cased open, cylindrical hole in the ground, which is subsequently filled with grout and steel reinforcement.

**Mill Secondary.** Mill reject American Petroleum Institute (API) casing, a.k.a. "Mill Rejects," "Structural Grade," "Limited Service," or "Minimum Test Pipe." Casing not meeting stringent API specification is suitable for use in micropile construction.

**Non-production pile.** Non-production piles are piles that are not incorporated into the substructure. For example, test piles which are abandoned after testing has been completed.

**Permanent Casing.** A steel casing installed in the upper portion of a micropile to increase the pile's moment capacity and lateral capacity against horizontal loads.

**Positive circulation or flush.** A method of progressing and cleaning out a hole for a micropile wherein drilling fluid is injected into the hole and returns upward along the outside of the drill casing.

**Post grouting.** A method used to increase pile capacity after the grout column has reached initial set by pumping grout at very high pressure (up to 1000 psi) through a sleeved port pipe (post grout tube).

**Pressure grouting.** A method used to develop pile capacity wherein pressure is applied continuously to the top of the fluid grout column through the drill head as the casing is removed from the bond zone.

**Production pile.** A pile which will be incorporated into the structure's foundation.

**Recirculation.** A method of handling drilling fluid where the fluid coming back out of the hole is captured in a pan and reused.

**Reverse circulation.** A method of cleaning the inside of the drill casing. Drilling fluid is circulated down through the drill rods and returns upwards through the inside of the drill casing to flush the drill casing clean.

**Static Pile Load Test.** A test to verify design assumptions and the adequacy of the contractor's installation methods.

**Telltale.** A simple mechanical device, a.k.a. "strain rod," that is used to measure deflection in concrete or steel. The device consists of a small-diameter steel rod that is fixed at a selected point along or within the pile. This rod is encased, and free to move, in a slightly larger pipe or tube which extends up to the pile top. Dial gages are used to measure the deflections at the top of the rod.

**Tremie grouting.** A method used to place grout in a wet hole. A grout tube is placed to the bottom of the drill hole. While keeping the tube opening submerged in the grout, grout is pumped into the hole, causing the drilling fluid to be displaced.

### **MATERIALS**

For all steel remaining as a permanent part of the work, all Buy America provisions shall apply.

**A. Drill Casing.** Provide drill casing consisting of flush joint type steel pipe of appropriate thickness to withstand the stresses associated with advancing it into the ground, in addition to the stresses due to hydrostatic and earth pressures.

**B. Drill Casing/Pipe Used As Reinforcement.** Provide steel drill casing/pipe used as reinforcement:

1. Conforming to ASTM A252, with the exception that spiral welded pipe shall not be allowed; or,
2. May be new or unused "Structural Grade" American Petroleum Institute (API) or "Mill Secondary" casing free from defects (dents, cracks, tears).
  - a. With mill certifications documenting that the United States of America is the country of origin, and
  - b. With strength documentation via:
    - i. Certification, or
    - ii. Testing, as outlined in the approval process below.

Approval of the steel drill casing/pipe used as reinforcement shall be done in accordance with the following procedure:

**1. Requirements for Micropile Structural Casing.** Structural casing that is installed in coupled (spliced) sections shall meet the following requirements:

The casing shall be flush joint and the pipe joint shall be completely shouldered and with no stripped threads.

All welded connections shall be performed by a NYSDOT Certified Welder in conformance with NYSDOT Steel Construction Manual (SCM), the approved Welding Procedure Specification (WPS) and the Approved Welding Procedure Qualification Record (WPQR). Welds shall be full penetration welds for full structural load capacity. For piles with bending or tension stress, welds shall be Ultrasonic (UT) or Radiograph Tested (RT). These requirements do not apply to minor welding that does not carry structural load, such as cutting teeth and tacking on bearing plates.

If significant tension loads are being considered, the Department will require the Contractor to provide data demonstrating the adequacy of the proposed detail.

The design shall limit the maximum yield stress of steel (Fy) to 87 ksi.

**2. Additional Requirements for New and Unused Mill Secondary Casing Without Strength Certification.** The Manufacturer/Supplier shall incorporate the following Quality Control (QC) system and assume responsibilities for all QC activities. The Engineer has the right to monitor any QC sampling and testing and to test any material or retained samples for specification conformance.

**a. Quality Control.** A "Plant Lot" of pipe in a raw material state shall be a maximum of 1000 linear feet. A random coupon sample shall be taken from every 250 feet of casing from each plant lot. These coupons shall be tested in accordance with ASTM A370 at a laboratory accredited to perform the required test. The coupons shall be tested for tensile strength, yield strength, elongation and wall thickness. The minimum elongation shall be 15%. For casing that will be welded, the testing shall also include sulfur content and carbon equivalency (CE) as defined in American Welding Society (AWS) D1.1, Section XI5.1. The sulfur content shall not exceed 0.05% and the carbon equivalency (CE) shall not exceed 0.45. Results of the testing shall be submitted to the Engineer for approval.

Coupons shall be marked with an identification number which will be traceable to the test certifications and includes the NYSDOT contract number. All casing in a plant lot shall be marked along the tubular body of the casing with the same identification number prior to testing. The identification number shall appear on every piece of casing at no more than 10 feet intervals.

If the Engineer determines the test results to be satisfactory, the approved plant lot may then be manufactured into the final product. Four random coupon samples taken from the "drops" during the manufacturing process shall be identified with the plant lot number and shipped to the job site with the finished casing. The Contractor shall incorporate the following Quality Assurance (QA) system at the direction of the Engineer:

**b. Quality Assurance.** The "drops" shipped with the finished casing shall be tested by the Contractor at a laboratory accredited to identify the material properties using the procedures outlined in the Quality Control section of this specification. The Engineer will review the test results prior to installation of the casing. If test results do not satisfy the criteria, coupons shall be taken from the lot at



the job site. The requirement for testing of the "drops" may be waived at the discretion of the Engineer.

For each test result of the coupons taken from the lot at the job site found to be unsatisfactory by the Engineer, the rejected piece or pieces shall be removed from the lot. An additional two test coupons shall be taken from the lot at the job site. If test results from either of these additional coupons are unsatisfactory, the entire plant lot is rejected. If satisfactory results are obtained, proceed as stated above.

The State reserves the right to direct the Contractor to test any additional casing from the lot at the job site.

**C. Bar Reinforcement.** Provide Bar reinforcement meeting the requirements of §709-01, Bar Reinforcement Grade 60, or continuously threaded "Uncoated High-Strength Steel Bars for Prestressing Concrete" - ASTM A722.

**D. Grout.** Provide a pumpable grout consisting of, as a minimum, Portland Cement - Type 2 and Water meeting the following Specification requirements:

Material	Subsection
Portland Cement, Type 2	§701-01
Grout Sand	§703-04
Fly Ash	§711-10
Water	§712-01

The use of Grout Sand and Fly Ash in the mix is optional. Field sampling and testing shall be done in accordance with the current procedural directives of the Materials Bureau of the Office of Technical Services.

**E. Centralizers and Spacers.** Provide centralizers and spacers fabricated from schedule 40 PVC pipe, tube, steel, or material non-detrimental to the reinforcing steel. Wood shall not be used.

#### **CONSTRUCTION DETAILS**

Engage a professional engineer, licensed and registered to practice in New York State, to design the piles in accordance with FHWA's "Micropile Design and Construction, Reference Manual," Publication No. FHWA-NHI-05-039. The Contractor's Engineer shall design the piles to perform satisfactorily for both structural and geotechnical requirements. The Contractor's Engineer shall design the diameter, length, reinforcement, pile connections, grout strengths, and grouting pressures, and select the equipment, procedures and methods so that each pile meets the pile acceptance criteria, can support the ultimate tension and compression loads, and meet other requirements, indicated in the contract documents.

Progress all micropiles using steel drill casing.

The Contractor performing the work described in this specification shall submit proof of the following:

1. Two projects in the past two years on which the Contractor has successfully installed micropiles or soil tiebacks using non-displacement methods, under similar site conditions to those indicated in the contract documents.
2. The proposed On-Site Supervisor for this work having supervised the successful installation of micropiles or soil tiebacks on at least two projects in the past two years.

**A. Submittals.** Submit the design and method-of-installation information outlined below to the Engineer for approval by the Deputy Chief Engineer Structures (DCES). The DCES will require 20 work days to review the submittal. Do not begin work prior to receiving approval by the DCES. Approval of the installation method by the DCES does not constitute a guarantee of acceptable pile installations. Acceptable installations are the responsibility of the Contractor.

Include in the submittal:

1. Pile computations and details for each design capacity including, but not limited to, nominal diameter, length, reinforcement, pile connections, post grout tube and grouting pressures.
2. Details of equipment for pile installation.
3. Details of procedures for pile installation including, but not limited to, installation sequence and the approximate time required for each sequence step.
4. Procedures for advancing through boulders and other obstructions.
5. Procedures for containment of drilling fluid and spoil, and disposal of spoil.
6. Where applicable, drawings that show the specific work can be performed under limited headroom conditions and as close to obstructions, as site conditions warrant, to install the piles at the locations indicated in the contract documents. Provide information on the length of the casing sections to be used, as dictated by the length of the drill mast and by the available overhead clearance, and the resulting location of joints.
7. When steel drill casing/pipe is used as reinforcement, account for the reduced area of the threaded joint in the structural design of the pile, particularly for the capacity in tension and bending. Identify any joint location restrictions that must be followed in construction.
8. Procedures and equipment for placing grout.
  - a. Prepare the mix design for the grout and obtain documentation from an independent laboratory showing the following:

- i. The mix design conforms to the submitted mix and meets the strength requirements set by the Contractor.
  - ii. The compressive strength of the mix, tested at 3,7,14, and 28 days.
  - iii. The specific gravity of the mix.
- b. Identify a method for monitoring quality control of the mix. At a minimum, the Contractor shall use a Baroid Mud Balance per American Petroleum Institute (API) Recommended Practice (RP) 13B-1: Standard Procedure for Testing Water-Based Drilling Fluids, to check the specific gravity of the mixed grout prior to placement of the grout into each micropile.
- c. Provide pressure gages capable of measuring the actual grout pressures used and such that actual pressure readings are within the middle third of the gage.
9. If proposed, details of post-grouting equipment and procedures, including the method, sequence of operations and equipment required.
10. Layout drawings showing the proposed sequence of pile installation. Coordinate this sequence with the proposed phasing and scheduling.

**B. Drilling and Excavation.** Advance the hole using a duplex drilling method. Do not drill or flush ahead of the drill casing by more than 1 foot. Perform drilling and excavation in such a manner as to prevent the collapse of the hole. Use of bentonite slurry is not permitted. Use of polymer slurry to remove cuttings from the cased hole must be approved by the Engineer.

If obstructions are encountered during excavation for a pile, progress through them by means of coring or a tricone roller bit. Use of drop type impact hammers and blasting are not permitted. Use of a down-the-hole hammer shall be approved by the DCES.

Control the procedures and operations so as to prevent mining, damage or settlement to adjacent structures, tunnels, utilities or adjacent ground. If any mining, damage or settlement occurs, halt operations. Provide a written plan to the Engineer for review with procedures to avoid reoccurrence. Resume work only after the Engineer has approved the plan in writing. Repair all damage and settlement at no additional cost to the State.

Control the procedures and operations so as to prevent the soil at the bottom of the hole from flowing into the hole at all times during installation and cleaning out. Monitor the rate of fluid flow used to progress the holes.

Control drilling fluid and dispose of spoil in accordance with the approved procedure.

Do not progress a hole, pressure grout, or post-grout, within a radius of 5 pile diameters or 5 feet, whichever is greater, of a micropile until the grout for that micropile has set for 24 hours or longer if a retarder is used.

**C. Piles with Extended Lengths.** Design and install piles with extended lengths at the locations shown on the plans. The specified ultimate tension and compression resistance derived from the soil and/or bedrock will be achieved below the elevations indicated in the contract documents.

**D. Reinforcement and Post Grout Tube Placement.** Provide centralizers sized to position the reinforcement within 3/8 inches of plan location from the center of the pile; sized to allow grout tremie pipe insertion to the bottom of the drillhole; and sized to allow grout to freely flow up the drill hole and casing and between adjacent reinforcing bars. Centralizers, spaced not to exceed 10 feet, must be used to center the reinforcement for its entire length. Securely attach the centralizers to withstand installation stresses. Do not drop, but lower the steel reinforcement to its specified location in the hole. If a post grout tube is used, attach it to the steel reinforcement prior to lowering it.

**E. Grout Placement and Casing Removal.** Provide quality control of the mix by monitoring grout quality. Measure grout consistency by determining grout density per API Recommended Practice (RP) 13B-1 by the Baroid Mud Balance Test at a frequency, of at least one test per micropile, and provide the information to the inspector. The Engineer will perform quality assurance of the mix in accordance with the current procedural directives of the Materials Bureau.

Place grout by means of a tremie pipe from the bottom of the pile upward. Record the initial volume of grout required to fill the hole. Record grouting pressure and volume of grout being pumped into the pile during pressure grouting. Upon completion, maintain the grout level at or above the pile cut off elevation until the grout has set.

Locate the grout pressure and volume measuring gages at the pile installation site so that they are accessible and legible to the inspector.

**F. Post Grouting.** Provide the equipment and materials to perform post grouting. Perform post grouting after the grout has reached initial set. Record the pressure at which the grout was pumped, the total volume pumped, and the volume pumped through each port (if applicable).

**G. Construction Tolerances.** Install the piles so that the center of each micropile does not vary from the plan location by more than 3 inches. Do not allow the micropile to vary from the vertical or established batter by more than 1/4 inch per foot, as measured above ground.

Cut off the top of the pile at the elevation indicated in the contract documents.

If the soil at the pile tip is post grouted, monitor the elevation of the pile top during post grouting. If movement occurs, the Engineer will immediately notify the DCES.

**H. Pile Acceptance Criteria**

1. Pile meets Construction Tolerance criteria.
2. Pile was installed in accordance with the approved submittal.
3. Pile is not damaged.
4. Pile was installed using the same method, grout volumes, and pressures as the accepted test pile, if applicable.

**I. Unacceptable Piles.** Unacceptable piles are piles which do not meet the acceptance criteria identified in Paragraph H above.

Submit to the Engineer a written plan of remedial action, for approval by the DCES, showing how to correct the problem and prevent its reoccurrence. Repair, augment, or replace the unacceptable pile in accordance with the approved remedial plan at no additional cost to the State.

**METHOD OF MEASUREMENT**

This work will be measured as the number of acceptable micropiles installed.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of the design of the micropiles and furnishing all labor and materials necessary to satisfactorily complete the work. Micropiles that fail to meet the acceptance criteria will be rejected and no payment will be made for these piles. Furnishing equipment for installing micropiles will be paid for separately under the appropriate item.

Disposal of spoils shall be paid for under Item 203.02 M, UNCLASSIFIED EXCAVATION AND DISPOSAL.

**Payment will be made under:**

Item No.	Description	Pay Unit
551.99400017 M	MICROPILES (CONTRACTOR DESIGNED) - DESIGN LOAD LESS THAN 900 KN	EACH

**ITEM 551.99450017 M - PERMANENT CASING FOR MICROPILES**

**DESCRIPTION**

This work shall consist of installing permanent casing for micropiles with the specified diameter, length, and minimum thickness at all micropile locations indicated in the contract documents or as directed by the Engineer.

The Contractor performing this work shall be the same contractor who installs the micropiles.

**MATERIALS**

For all steel remaining as a permanent part of the work, all Buy America provisions shall apply.

**A. Permanent Casing.** Permanent casing shall be of flush-joint or welded type and shall be of appropriate thickness to withstand the stresses associated with advancing it into the ground. Provide permanent casing as indicated in the contract documents and conforming to ASTM A252, with the exception that spiral welded pipe shall not be allowed.

Approval of the structural casing shall be done in accordance with the following procedure:

**1. Requirements for Micropile Casing.** Structural casing that is installed in coupled (spliced) sections shall meet the following requirements:

- a. The casing shall be flush joint and the pipe joint shall be completely shouldered and with no stripped threads.
- b. All welded connections shall be performed by a NYSDOT Certified Welder in conformance with NYSDOT Steel Construction Manual (SCM), the approved Welding Procedure Specification (WPS) and the Approved Welding Procedure Qualification Record (WPQR). Welds shall be full penetration welds for full structural load capacity. For piles with bending or tension stress, welds shall be Ultrasonic (UT) or Radiograph Tested (RT). These requirements do not apply to minor welding that does not carry structural load, such as cutting teeth and tacking on bearing plates.
- c. If significant tension loads are being considered, the Department will require the Contractor to provide data demonstrating the adequacy of the proposed detail.
- d. The design shall limit the maximum yield stress of steel ( $F_y$ ) to 600 MPa.

**B. Water.** Provide water conforming to §712-01 Water for any drilling fluid.

**C. Grout.** Provide a pumpable grout consisting of, as a minimum, Portland Cement - Type 2 and Water meeting the following Specification requirements:

<b>Material</b>	<b>Subsection</b>
Portland Cement, Type 2	\$701-01
Grout Sand	\$703-04
Fly Ash	\$711-10
Water	\$712-01

The use of Grout Sand and Fly Ash in the mix is optional. The mix design for the grout shall be approved in the submittal process for the installation methods in the respective micropile specification.

#### **CONSTRUCTION DETAILS**

**A. Submittals.** Submit the following information in accordance with the requirements in the contract documents to the Engineer for approval by the Deputy Chief Engineer Structures (DCES). The DCES will require 20 work days for review.

Include in the submittal:

1. Details of equipment for permanent casing installation.
2. Details of procedures for permanent casing installation.
3. Procedures for advancing through boulders and other obstructions.
4. Procedures for containment of drilling fluid and spoil and disposal of spoil.
5. Where applicable, drawings that show the specific work can be performed under limited headroom conditions and as close to obstructions, as site conditions warrant, to install the permanent casing at the locations and to the depths indicated in the contract documents. Provide information on the length of the casing sections to be used, as dictated by the length of the drill mast and by the available overhead clearance and the resulting location of joints.
6. Layout drawings which show the proposed sequence of permanent casing installation and how it will be coordinated with micropile installation.

**B. Permanent Casing Installation and Soil Removal.** Install the permanent casing prior to or in conjunction with the micropile installation. Install the permanent casing so that the center of each casing does not vary from the plan location by more than 75 mm. Do not allow the permanent casing to vary from the vertical or established batter by more than 20 mm per meter as measured above ground. Install the top of the permanent casing to the elevation indicated in the contract documents.

Advance the hole using a duplex drilling method. Do not drill or flush ahead of the drill casing by more than 0.3 m. Perform drilling and excavation in such a manner as to prevent the collapse of the hole. Use of bentonite slurry is not permitted. Use of polymer slurry to remove cuttings from the cased hole must be approved by the Engineer.

If obstructions are encountered during excavation for a permanent casing, progress through them by means of coring or a tricone roller bit. Use of drop-type impact hammers or blasting is not permitted. Use of a down-the-hole hammer must be approved by the DCES.

Control the procedures and operations so as to prevent mining, damage or settlement to adjacent structures, tunnels, utilities or adjacent ground. If any mining, damage or settlement occurs, halt operations. Provide a written plan with procedures to avoid reoccurrence to the Engineer for review. Resume work only after the Engineer has approved the plan in writing. Repair all damage and settlement at no additional cost to the State.

Control the procedures and operations so as to prevent the soil at the bottom of the hole from flowing into the hole at all times during installation and cleaning out. Control drilling fluid and dispose of spoil in accordance with the approved procedure.

Fill annular space between the permanent casing and the micropile with the grout meeting the requirements of the approved mix design.

#### **METHOD OF MEASUREMENT**

This work will be measured as the number of meters, measured to the nearest 0.3 meter, of permanent casing for micropiles satisfactorily installed below cut off elevation as indicated in the contract documents.

#### **BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor and materials necessary to satisfactorily complete the work including the placement of grout in the annular space between the permanent casing and the micropile. Include the cost of furnishing equipment for installing permanent casing for micropiles in the item for Furnishing Equipment for Installing Micropiles.

***Payment will be made under:***

Item No.	Description	Pay Unit
551.99450017 M	PERMANENT CASING FOR MICROPILES	METER



**ITEM 555.25010010 M - GROUTING**

**DESCRIPTION**

This work shall consist of furnishing and placing grout in amounts sufficient to fill any voids at the locations indicated on the plans or where directed by the Engineer. The Contractor shall furnish equipment capable of placement of the grout under pressure. Prior to the delivery of the equipment at the site, the Contractor shall furnish the Engineer for approval, the Specifications for the equipment including pumping pressure, delivery rates and data on the anticipated pressure drops for piping schemes adequate to deliver the grout to the point of installation.

**MATERIALS**

Materials for the grout shall comply with the following Subsections of Section 700, Materials:

- 701-01 Portland Cement, Type 1 or 2
- 703-03 Mortar Sand
- 703-08 Mineral Filler
- 712-01 Water

The grout shall be approximately proportioned as follows, with the approval of the Engineer, to produce the desired consistency for pumping.

- 2 - Bags of Portland Cement
- 0.03 - m<sup>3</sup> of Mineral Filler
- 0.14 - m<sup>3</sup> of Sand by Weight

Grouting Agent - In accordance with manufactures recommendations.  
Water content as required for a workable mix, suitable for pumping.

Grout Pipe - In accordance with manufactures recommendations.

Equipment for grouting - The equipment shall be adequate to furnish a continuous supply of grout at a pressure of 276 kPa at the delivery nozzle. The equipment shall also have a gauge that registers pressure at delivery nozzles. The delivery nozzle shall be capable of passing through the grout pipe or of utilizing the grout pipe for delivery of grout.

**CONSTRUCTION DETAILS**

The Contractor shall furnish and install, by suitable methods, grout pipe at locations shown on the plans or where directed by the Engineer. The method of installation shall be approved by the Engineer, but preboring or pre-drilling of holes larger than the outside diameter of the grout pipe shall not be permitted. The grout pipe shall be of a diameter compatible with the installation of the grout as recommended by the Manufacturer of the equipment used for placing the grout mixtures and approved by the Engineer. After or concurrent with the withdrawal of the grout pipe, the holes shall be filled with grout.

Actual weight and loose volumes shall be determined by the Contractor based on the sources of materials submitted. The amount of water added to the mix may be varied with the approval of the Engineer in order to make a more workable mix. If the sand is damp, a correction must be made for the moisture content of the sand. Grout shall be placed by a grout pumping system. Grouting pressure shall be as approved by the Engineer. The Engineer may also direct that the consistency of the grout be changed by reducing or increasing the amount of water. The Contractor shall be responsible for supplying an acceptable water source.

Once the action of placing grout is commenced, it must be carried through to the other end without interruption. All grouting shall be done slowly and at a uniform rate to permit the grout to fill all voids. Under no condition shall the rate of pumping be increased suddenly.

In no case shall grout be used after such time as appreciable stiffening, as determined by the Engineer, has occurred. Grout that cannot be placed, for any reason, within a 1½ hour period after mixing, shall be wasted.

Equipment which in actual operation prove inadequate, in the judgment of the Engineer, to satisfactorily complete the work shall be immediately removed from the job site and replaced at no additional cost to the State. All connections involved shall be tight and shall not leak at the necessary working pressure.

#### **METHOD OF MEASUREMENT**

The quantity of the grout filling shall be paid for by the number of bags of cement incorporated in the work.

#### **BASIS OF PAYMENT**

Payment will be made for the bags of cement in the mix pumped into place even though some of it will be for delivery purposes and not necessarily incorporated in the work. Mechanical breakdowns of equipment shall be the Contractor's responsibility and the cost of material required to refill the discharge system shall be borne by the Contractor. The price bid per bag of cement shall include the cost of furnishing all labor, equipment and materials necessary to complete the work, including furnishing a water source and installing grout pipe.

***Payment will be made under:***

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
555.25010010 M	Grouting	Bag

**ITEM 559.16960018 M - PROTECTIVE SEALING OF STRUCTURAL CONCRETE**

**DESCRIPTION.**

Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

**MATERIALS.**

The protective sealer used on concrete surfaces shall be one appearing on the Department's Approved List and shall meet the requirements of one of the following subsections:

- 717-03 - Penetrating Type Protective Sealers
- 717-04 - Coating Type Protective Sealers

**CONSTRUCTION DETAILS.**

**A. General.** Only penetrating type sealers shall be applied to walking or riding surfaces. The Contractor shall provide the Engineer with the sealer Manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each individual element of a project (i.e. each pier, deck, abutment, etc.).

**B. Surface Preparation.**

**1. New Concrete.** All required surface texturing, and saw cut grooving, shall be completed before the surface is prepared. All concrete that is to be sealed shall air dry for fourteen (14) days after curing has been removed, or for the length of time specified in the manufacturer's written instructions, whichever is longer. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours for every day the concrete is subjected to water. After the drying period has ended, the concrete surface shall be lightly sand or shot blasted, followed by vacuum cleaning, to remove loose particles.

**2. Existing Concrete.** Concrete surfaces to be sealed shall be thoroughly cleaned by light sand or shot blasting, followed by vacuum cleaning, to remove loose particles. If the concrete is subjected to rain or moisture from other project operations, the surface will be allowed to air dry for a minimum of forty-eight (48) hours before the sealer is applied.

Care shall be taken while blast cleaning that all dirt is removed with minimal exposure of coarse aggregate. After cleaning, no blasting residue, laitance, curing compounds, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration or adhesion of the sealer. All surface preparation work

shall be completed and approved by the Engineer, before sealer application can commence.

**C. Weather Limitations.** Sealer materials shall not be applied during wet weather conditions or, if in the opinion of the Engineer, adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures shall be a minimum of 5°C during application and until the sealed concrete is dry to the touch. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer unsatisfactory results will be obtained.

**D. Sealer Application.** The sealer shall be used as supplied by the Manufacturer without thinning or alteration, unless specifically required in the Manufacturer's instructions. Thorough mixing of the sealer before and during its use shall be accomplished as recommended by the Manufacturer. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use.

If a penetrating sealer is used, a minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the manufacturer's instructions, before the removal of maintenance and protection of traffic.

On sloping and vertical concrete surfaces, sealer application shall progress from bottom to top. Care shall be taken to ensure that the entire surface of the concrete is covered and all pores filled.

**METHOD OF MEASUREMENT.**

The work will be measured as the number of square meters of structural concrete sealed.

**BASIS OF PAYMENT.**

The unit price bid per square meter shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work.

***Payment will be made under:***

Item No.	Description	Pay Unit
559.16960018 M	PROTECTIVE SEALING OF STRUCTURAL CONCRETE	SQUARE METER

**ITEM 559.18960018 M - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON  
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS**

**DESCRIPTION.**

Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

**MATERIALS.**

The protective sealer used on new concrete bridge decks shall be one appearing on the Department's Approved List, which does not contain an aqueous solvent/carrier and shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers

**CONSTRUCTION DETAILS.**

**A. General.** The Contractor shall provide the Engineer with the sealer manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each deck.

**B. Surface Preparation.** All concrete bridge decks shall air dry for twenty-four (24) hours after the time of completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours from the time that the concrete has stopped being wetted. All required surface texturing, saw cut grooving, barriers, parapets, sidewalks and safetywalks shall be completed, before the surface is cleaned. After the drying period has ended, the concrete surface shall be cleaned by vacuum methods, to remove loose particles.

After cleaning, no laitance, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration of the sealer. All surface preparation work shall be completed and approved by the Engineer before sealer application can commence.

**C. Weather Limitations.** Sealer materials shall not be applied during wet weather conditions or when adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures, during application, and until the sealed concrete is dry to the touch, shall be a minimum of 5°C. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained.

**D. Sealer Application.** The protective sealer shall be used as supplied by the Manufacturer without thinning or alteration.

Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use. The sealer shall be applied by brushing, spraying or rolling, as recommended by the Manufacturer. A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the Manufacturer's instructions, before the removal of maintenance and protection of traffic.

**METHOD OF MEASUREMENT.**

The work will be measured as the number of square meters of concrete sealed.

**BASIS OF PAYMENT.**

The unit price bid per square meter shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

***Payment will be made under:***

Item No.	Description	Pay Unit
559.18960018 M	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW DECKS AND BRIDGE DECK OVERLAYS	SQUARE METER

**ITEM 608.01000006 M - CONCRETE SIDEWALK AND DRIVEWAYS UNREINFORCED**

All provisions of Item 608.0101 M of the Standard Specifications will apply except all references to wire fabric for concrete reinforcement shall be deleted.

***Payment will be made under:***

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
608.01000006 M	CONCRETE SIDEWLAK AND DRIVEWAYS UNREINFORCED	CUBIC METER

**ITEM 608.03000001 - PRECAST CONCRETE PAVERS FOR DRIVEWAYS, SIDEWALKS,  
AND BIKE PATHS**

**DESCRIPTION:**

The Contractor shall furnish and install precast concrete pavers for driveways, sidewalks, and bike paths at locations and in Configurations as shown on the plans, in accordance with the manufacturer's specifications, and as approved by the Engineer.

**MATERIALS:**

Precast Concrete Driveway and Sidewalk Pavers - 704-13. Sizes, shapes, and colors shall be as specified in the contract documents. A representative sample of the color blend to be used shall be submitted to the Regional Landscape Architect for approval prior to ordering materials for the job or beginning of work.

Bedding sand shall be manufactured sand meeting the material requirements of 703-07 Concrete Sand.

Polymeric sand shall be used to fill the joints between the pavers. Color shall be as specified in the contract documents.

Paver edge restraint shall be manufactured from PVC or aluminum in a "T" shape design that allows double nailing capacity. Color shall be as specified in the contract documents.

**CONSTRUCTION DETAILS:**

Precast concrete pavers shall be set on a loose course of bedding sand to the thickness specified on the plans. The Contractor shall establish the proper elevation of subbase material so upon setting pavers on the loose bedding sand the pavers shall project approximately 9 mm above the finished grade prior to compaction. Geotextile fabric shall be placed over the level and properly compacted subbase material prior to the placement of the bedding sand. The geotextile fabric shall be used to separate the dissimilar granular materials, as specified on the plans. Bedding sand shall be uniformly spread over the geotextile fabric and screened to the desired thickness using a depth control guide prior to setting pavers. The pavers shall be laid in patterns indicated in the contract documents by butting tight all edges of the pavers to adjacent pavers or supporting edges. The Contractor shall cut pavers as necessary to fill all spaces with a pneumatic cutter or saw designed for such purpose as recommended by the manufacturer. The Contractor shall set the pavers into the bedding sand by thoroughly tamping the surface area of the pavers with a vibratory plate compactor having a minimum 13.5 kN of centrifugal force. The pavers shall be protected with cardboard, carpet, or a woven geotextile fabric when using the vibrating plate.

After the pavers have been thoroughly vibratory tamped into the setting bed (as necessary to make the surface of the pavers flush with adjacent curb or sidewalk) polymeric sand shall be swept over the



pavers and tamped again with the vibratory plate compactor to completely compact the filled joints.

The Contractor shall clean all surface areas by sweeping or other approved methods to remove excess polymeric sand and to provide a clean finished surface. Once the pavers have been satisfactorily cleaned, the Contractor shall lightly mist the surface of the pavers three or more sprayings, as per the manufacturer's specifications.

The Contractor shall install a paver edge restraint, as per the manufacturer's specifications, when pavers are adjacent to lawn, planting bed, or crushed stone.

**METHOD OF MEASUREMENT:**

Precast concrete pavers shall be measured as the number of square meters of acceptably placed concrete pavers measured to the nearest tenth square meter placed in accordance with this specification and to the satisfaction of the Engineer.

**BASIS OF PAYMENT:**

The unit bid per square meter shall include the cost for all labor, materials, and equipment necessary to furnish and install precast concrete pavers including bedding sand, polymeric sand, paver edge restraint, cutting, tamping and cleaning of all work areas necessary to complete the work. Excavation, placement of geotextile fabric and subbase material and any specified preparation of the area where concrete pavers will be set prior to placement of the bedding sand be completed and paid for under separate pay items in the contract.

***Payment will be made under:***

Item No.	Description	Pay Unit
608.03000001 M	PRECAST CONCRETE PAVERS FOR DRIVEWAYS, SIDEWALKS, AND BIKE PATHS	SQUARE METER

**ITEM 670.10010004 M - DECORATIVE LIGHT POLES WITH ONE LUMINAIRE**

**DESCRIPTION:**

Under this item, the Contractor shall furnish and install complete decorative light poles with luminaire(s) in accordance with the Plans, Specifications, and as directed by the Engineer, including all material necessary to make the light operational.

**MATERIALS:**

The decorative light poles and luminaires shall meet the requirements specified in the contract documents.

All electrical equipment shall conform to the NEMA Standards and be UL approved. All material and workmanship shall conform to the latest requirements of the National Electrical Code; the rules of the New York State Public Service Commission; the standards of ASTM; the ASA; local power company rules and any local ordinances which may apply. Differences in standards or code requirements will be resolved as determined by the Engineer.

Material will be subject to inspection at any time during the Contract. Failure of the Engineer to note faulty material or workmanship during construction will not relieve the Contractor of the responsibility for removing or replacing such material or redoing work which may fail to pass any inspection.

The final finish of the decorative light poles and luminaires shall be that specified in the contract documents.

The total assembly, including the pole, base and luminaire shall be designed in accordance with specifications for the design and construction of the structural supports for highway luminaires, of the American Association of State Highway and Transportation Officials, but shall not be designed for less than a basic wind pressure of 158.6 kPa with a unit drag coefficient, standard air and 1.3 gust factor 9.1 meters above the ground. Basic wind pressure shall be corrected for height above the ground, by a factor of 0.83 for 0 to 9.1 meters elevation. Coefficient of drag for cylinders shall be 0.78 and coefficient of drag for flat surfaces shall be 1.3. Design shall maintain a minimum safety factor of 2.33 on yield strength for wind loads.

Resulting structure shall be capable of resisting, at yield strength of material, test loads of the calculated equivalent of 160 km/h winds (1,216 Pa velocity pressure) without destruction.

**CONSTRUCTION DETAILS:**

Installation of the decorative light poles and luminaires shall be in conformance with the contract documents and the recommendations of the manufacturer, unless otherwise directed by the Engineer.

Each light pole shall be set vertically on an anchorage, employing the leveling method recommended by the manufacturer or as shown in the contract documents.

The anchor base shall be securely bolted to the anchorage by the anchor bolts previously set. The luminaires and any ornamental accessories shall be installed as per the manufacture's instructions.

The Contractor is responsible for any damage to the light poles and/or luminaires which results from their operations. Any component so damaged shall be replaced or repaired, as directed by the Engineer, at no cost to the State.

**METHOD OF MEASUREMENT:**

Decorative light poles with luminaires will be measured as each assembly of the type specified, complete in place in accordance with the contract documents or as directed by the Engineer.

**BASIS OF PAYMENT:**

The unit price bid for each decorative light pole shall include the cost of furnishing and installing the light poles, bases, luminaires, lamps, covers, photocell controls, ballasts, ornamental accessories, and all other fittings, labor, equipment and materials necessary to complete the work except for the cost of the foundation, which will be paid for under its respective item.

**Payment will be made under:**

Item No.	Description	Pay Unit
670.10010004 M	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE	EACH

**ITEM 670.30010139 - MULTI-BAR LIGHTING EMITTING DIODE (LED) LUMINAIRE  
UNDERDECK MOUNT**

**DESCRIPTION**

This work shall consist of furnishing and installing underdeck mounted LED luminaires in accordance with the contract documents and as directed by the Engineer.

**MATERIALS**

None Specified.

**CONSTRUCTION DETAILS**

Materials shall conform to the current requirements of the "Specifications No. 464, Specifications for LED Underdeck Luminaire" contained in the publication of "City of New York Department of Transportation Bureau of Traffic Division of Street Lighting".

The luminaire shall be of Lighting Emitting Diode (LED) type multi bars designed for underdeck mounting. The luminaire housing shall be cast aluminum. The luminaire shall be 105 Watt maximum, equipped with a built-in power driver. The power driver shall be 120-277 Volt, 50/60 Hz Class 1 LED driver, with LED amperage 350mA. For redundancy two drivers shall be provided per fixture. The luminaire shall be UL listed and IP 66 classified enclosure to pass 3G vibration test.

**METHOD OF MEASUREMENT**

This work will be measured as the number of luminaires satisfactorily furnished and installed in accordance with the contract documents and as directed by the Engineer.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

*Payment will be made under:*

Item No.	Description	Pay Unit
670.30010139 M	MULTI-BAR LIGHTING EMITTING DIODE (LED) LUMINAIRE UNDERDECK MOUNT	EACH

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.

**ITEM NYC-202.19 M - REMOVAL OF SUBSTRUCTURES**

**DESCRIPTION**

This work shall consist of the removal and disposal, wholly or in part, of all buildings, structures, pavements, obsolete utility lines and tanks which are released to the Contractor in accordance with the provisions of these specifications. The work includes the demolition of existing substructures, supporting bents and columns, surrounding material, and the removal of old bituminous concrete overlay and bituminous patches, within the right-of-way, listed in the itemized proposal, or directed by the Engineer. It also includes salvaging and storing designated materials, relocating designated buildings and backfilling resulting trenches, holes, pits, and cellars.

**MATERIALS**

(Not specified)

**CONSTRUCTION DETAILS**

The Contractor shall follow all items in §202-3.01 General and Safety Requirements.

The appropriate construction details specified for Section 203, Excavation and Embankment, as stated in §203-3.01 General through and including §203-3.08 Disposal of Surplus Excavated Material shall apply. The excavation shall be dewatered and kept free from water, snow and ice when necessary.

Sheeting or piling shown on the Contract Plans which is integral with the substructure and is designated to remain in place shall be cut off at the elevations shown on the plans. If indicated in the Contract Documents, existing sheeting or piling shall be extracted.

The Contractor may, with the permission of the Engineer, extract sheeting or piling not shown to be extracted or designated to remain in place rather than cutting it off at the elevations shown on the plans at no additional cost to the State.

If excavation protection is required solely to ensure the safety of workers and the public, the Contractor shall provide excavation protection. If excavation protection is necessary also to protect structures or other improvements, or if the alternatives of laying back slopes or benching are not available, the support system shall be as indicated in the contract documents.

If directed, the resulting hole shall be backfilled with suitable material placed in lifts and compacted as indicated in §202-3.02H Demolition of Foundation to the satisfaction of the Engineer and the area shall then be regraded as directed, topsoiled, and/or seeded.

**METHOD OF MEASUREMENT**

The Contractor will be paid the lump sum price bid for "Removal of Substructures." Monthly estimates of the percentage completion shall

be made for this work in proportion to the amount of work satisfactorily completed.

**BASIS OF PAYMENT**

The lump sum bid shall include the cost of all labor, materials, and equipment necessary to complete the work, including the cost of cutting existing sheeting or piling the protective system(s) required to ensure the safety of the workers and the public, unless indicated on the plans, and keeping the site dewatered and free of water, ice and snow when necessary. Support or protection systems when indicated on the plans, Topsoiling, and/or Seeding will be paid for separately under their respective items. Backfilling with select materials or with suitable materials which must be obtained off-site will be separately paid. Water will be paid for separately only if the pay item for Applying Water is in the contract. If the Contract Plans indicate that the sheeting or piling is to be extracted, payment for the extraction shall be made separately.

*Payment will be made under:*

Item No.	Description	Pay Unit
NYC-202.19 M	REMOVAL OF SUBSTRUCTURES	LUMP SUM

**ITEM NYC-210.480401 M - REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM**

**DESCRIPTION**

All work shall be done in accordance with the requirements of Item 210.480401 M in the New York State Department of Transportation Standard Specifications of May 4, 2006, as currently amended, except that the unit of measurement shall be changed from Fixed Price Lump Sum (F.P.L.S.) to Fixed Sum (F.S.) in the amount shown in the Bid Schedule.

***Payment will be made under:***

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
NYC-210.480401 M	REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM	F.S.



ITEM NYC-25564.514099 M      PREFABRICATED SPAN UNITS

1. DESCRIPTION:

1.01 This work shall consist of Design Fabrication, Transportation, Storage and Installation of a Prefabricated Span Units for the Bridge Superstructure. The prefabricated Span Units for bridge superstructure shall be designed and constructed to the lines and grades, design, dimensions and details shown on the Contract Plans and in accordance with the provisions of this specification. The design shall be in accordance with "New York State Department of Transportation LRFD Standard Specifications for Highway Bridges (Blue Pages), dated September 2011" with current amendments, "New York State Bridge Manual 4th Edition, Addendum #1, updated April 2008, "AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, dated December 2009" with current amendments. All design calculations shall be based on the lines and grades, dimensions and details shown on the Contract Plans. No Changes to lines, grades, and dimensions will be allowed. The Prefabricated Span Units for the Bridge Superstructure shall be designed for a vehicular live load of M4.5 (H5) without impact, and pedestrian live load of 4 kPa (85 PSF). No increase in dead load will be allowed. All the design computations and shop drawings shall be prepared by a Professional Engineer licensed in the State of New York and shall be submitted to the Engineer for review and approval prior to fabrication.

1.02 The following documents are required:

- A. Qualification data for the Contractor, Fabricator, Designer (NYS PE), and Erector.
- B. Material certifications.
- C. Storage/Handling and Transportation methods, calculations, and drawings.
- D. Transportation and Erection/Handling drawings of manufactured units stamped by a Professional Engineer, licensed by the State of New York.
- E. Fabrication Shop Drawings.
- F. Erection Drawings.
- G. As-Built superstructure drawings.

1.03 Qualification Data for the Contractor, Fabricator, Designer and Erector: This is highly specialized work requiring special skills. All Contractors, Fabricators, Designer and Erectors shall have extensive experience; must be able to demonstrate prior comparable successful installations; and meet all other requirements set forth in the specifications. The Engineer will be the sole judge on the acceptability of the qualifications. In addition, fabricators and erectors shall have the following certifications:

- A. Pre-cast Concrete Fabricator: A qualified fabricator that has cast similar prefabricated units within the last (5?) years, who participates in the Pre-cast/Prestressed Concrete

Institute (PCI) plant certification program and is designated a PCI Certified Group B1 plant or certified by the National Pre-cast Concrete Associations' Plant Certification Program.

- B. Structural Steel Fabricator Qualifications: A qualified fabricator who participates in the AISC Certification Program and is designated an AISC Certified Plant, Category SBR.
- C. Designer: A qualified Designer who is a licensed Professional Engineer in the State of New York and has performed design of similar pre-cast, prefabricated concrete units.
- D. Erector Qualifications: A qualified erector who participates in the AISC Certification Program and is designated an AISC Certified Erector, Category ACSE or a pre-cast concrete erector qualified, as evidenced by PCI's Certificate of Compliance, to erect Category S2- Complex Structural Systems.

1.04 All fabrication, material certifications, and procedures shall be in accordance with the New York State Steel Construction Manual (SCM), 3rd Edition dated 2008 with current Addendums and the New York State Pre-stressed Concrete Construction Manual (PCCM), dated September 2000 with current Addendums, except as modified by this specification.

## 2. MATERIALS:

The materials used for the manufacture of the Prefabricated Span Units shall comply with the material requirements listed in the appropriate sections of the NYSDOT Standard Specifications, the NYSDOT Prestressed Concrete Construction Manual and the following:

Structural Concrete for Deck	(Class HP)
28 Day Compressive Strength	21 MPa (3000psi) (Min)
Aggregates (Friction Type 9)	\$501-2.02 B
Bar Reinforcement (Epoxy)	\$709-11
Concrete Repair Material	\$701-04 or \$701-08
Structural Steel (Grade 345)	\$715-01
Stud Shear Connectors	\$709-05
Galvanized Coatings and Repair Methods	\$719-01
H.S. Bolts, Nuts and Washers	\$715-14 and
NYS SCM Chapter 10	
Protective Sealing	\$559
All structural steel and appurtenances shall be galvanized as per	\$719-01 and ASTM 123
Galvanized Grating (OHIO Gratings, Model: 11-SGCS-4 or approved equal)	A36

- 2.01 The Structural Concrete Deck shall be High Performance Concrete with a minimum compressive strength of 21 MPa (3000 psi) at 28 days meeting all requirements of Section 557 of the Standard

Specifications. All concrete not meeting 21 MPa (3000 psi) compressive strength at 28 days shall be rejected. Any proposed concrete repair to the Prefabricated Span Units shall meet the requirements of the PCCM. Repair details and procedures require approval. "As Built" shop drawings shall be updated to include repairs.

- 2.02 The Contractor shall inform the Engineer, in writing, of the materials sources concurrent with the submission of the Shop Drawings. The materials used for the manufacture of the Prefabricated Span Units shall comply with the material requirements listed in the appropriate sections of the New York State Department of Transportation Standard Specifications of May 4th 2006 As Amended to Sept 6th 2012.

No manufacturing shall commence prior to the Engineer's approval of the shop drawings that are to be utilized. Contractor shall submit to the Engineer all materials for review and approval twenty-one (21) days after approval of the shop drawings and prior to the commencement of any work. The Engineer may request additional documentation or related subject matter within twenty-one (21) days of receipt, and the Contractor shall provide all additional information expeditiously. The Engineer shall have no liability and no adjustment shall be made for costs or delays resulting from the Contractor's failure to meet the requirements of the specification as discovered through the review/approval process.

3. **CONSTRUCTION DETAILS:**

- 3.01 Shop Drawings: Shop drawings shall be required for any bridge superstructure element supplied as part of this work. They shall be based on the Contract Documents and prepared and submitted as per the requirements of the PCCM, and as noted below. Shop drawings shall be prepared by the Contractor for review and approval by the Engineer. All drawings shall note the name and address of the manufacturer, including the actual address where the manufacturing will be taking place.

- A. The Contractor shall submit shop drawings to the Engineer prior to the commencement of any work for review and approval. The Engineer will make its best efforts to respond in writing within twenty-one (21) business days minimum/or two (2) days per sheet, whichever is greater, of receipt of the submission. The Engineer may request additional documentation or related subject matter within twenty-one (21) days and the Contractor shall provide all additional information expeditiously. The Engineer shall have no liability and no adjustment shall be made for any costs or delays resulting from the Contractor's failure to meet the requirements of the specification discovered through of the review/approval process.

- B. The shop drawings shall include but not be limited to the following:
1. Show an overall plan indicating the location of each prefabricated span unit including length, width, skew angle, and orientation.
  2. Each prefabricated span unit, consisting of a concrete deck, structural steel and all associated connections, shall be individually dimensioned and marked.
  3. Concrete mix design including admixtures.
  4. Concrete compressive strength.
  5. Concrete surface finish.
  6. Indicate types of materials, assembly methods, curing procedures, finish, storage, handling and lifting methods.
  7. Erection order.
  8. Date of manufacture.
  9. Tolerances.
- C. Concurrent with the submission of the Shop Drawings, the Contractor shall inform the Engineer, in writing, of the materials sources, for review and approval. The Engineer may request additional documentation or related subject matter and the Contractor shall provide all additional information expeditiously.
- D. No manufacturing shall commence prior to the Engineer's approval of the shop drawings and materials that are to be utilized. The Engineer shall have no liability and no adjustment shall be made for any costs and delays resulting from the Contractor's failure to meet the requirements of the specification as discovered through the review/approval process.
- 3.02 Fabrication Details: Fabrication (including concrete placement and consolidation), handling, transportation and installation of Prefabricated Span Units shall meet the requirements of the PCCM with the following modifications:
- A. Shop Inspection: The manufacturer fabricating the Prefabricated Span Units shall meet with the Engineer two (2) weeks prior to commencing concrete pours. The Contractor shall submit a written schedule of when work will begin. The Contractor shall also provide the Engineer access to the production facility for the purpose of quality assurance with the Contract Documents and approved shop drawings. Failure to adhere to the approved shop drawing, approved material(s) and other specification requirements shall be cause for rejection. No Prefabricated Span Unit(s) shall be shipped prior to their acceptance by the Engineer in writing (4 copies shall be provided). Each Prefabricated Span Unit shall be identified by shipping/assembly marks as indicated on the shop drawings. Each Prefabricated Span Unit shall be

delivered to the job site with a copy of a letter of acceptance; any Prefabricated Span Unit delivered without a letter of acceptance will be deemed rejected, and will not be allowed to be off-loaded at the job site. The Engineer shall have no liability and no adjustment shall be made for any costs resulting from the rejection of any manufactured Prefabricated Span Unit(s). The Contractor shall not be compensated for any Prefabricated Span Unit found not to be in compliance with the Contract Documents, approved materials and/or shop drawings.

- B. Structural Deck Concrete Placement: Fabrication (including concrete placement and consolidation), handling, transportation and installation of Prefabricated Span Units shall meet the requirements of the PCCM, with the following modifications:

1. The submitted shop drawings shall include a set of drawings with details of handling of the Prefabricate Span Units in the production facility, their storage, their transportation and their handling at the construction site. The proposed handling method shall be such that the actual tension in any part of the concrete will not exceed a tensile stress of  $5(f'c)^{1/2}$ .

A set of calculations showing actual concrete stresses based on the proposed support locations and expected dynamic loading during handling, storage and transportation of the Prefabricated Span Units prepared by a NYS licensed Professional Engineer shall be submitted along with the shop drawings. These drawings and the calculations shall be stamped and signed by the Professional Engineer licensed in the State of New York.

2. Precast Concrete Tolerances (Section 7.7 of the PCCM for Precast Concrete Structural Units is not applicable for Precast Concrete Items). Only the following tolerances shall apply to this Prefabricated Span Units (this replaces section 7.7 of the PCCM for this product);

a. Deck Units Tolerances:

- Overall Unit thickness  $\pm 1/8$  inch prior to surface texturing
- Overall Unit length  $\pm 1/8$  inch
- Overall Unit width  $\pm 1/8$  inch
- Overall Unit Squareness diagonal measurement  $\pm 1/4$  inch of opposite diagonal
- Longitudinal Camber  $\pm 1/8$  inch maximum
- Sweep (unit length divided by 5)  $\times 1/8$  inch, maximum of  $\pm 1/4$  inch

- The unit surface shall not vary more than 1/8 inch from the lower edge of a 12 foot  $\pm$  1/2 inch long straightedge placed in any direction.
- Horizontal and Vertical Alignment between adjacent surfaces,  $\pm$  1/8 inch

The Contractor shall provide a post-poured survey for each Prefabricated Span Unit to confirm the actual dimensions prior to release of the manufactured Prefabricated Span Units from precast yard. The post-poured survey shall be submitted for approval.

3. Corrosion inhibitor requirement under Section 4.1, Materials for Concrete, in the PCCM shall not apply.
  4. The top surface of the precast concrete shall be textured by artificial turf drag in accordance with the requirements of Standard Specification Section 557-3.07.
  5. All exposed concrete surfaces not adjacent to a field placed closure pour shall be chamfered 1 inch unless noted otherwise.
- C. Curing: While curing concrete the ambient temperature, or air temperature between the concrete surface and its protective covering, shall be maintained between 8°C and 30°C (45°F and 86°F) for the curing duration. All concrete elements shall be continually wet cured as described below. NO OTHER METHODS WILL BE ALLOWED.
1. Initial Curing Phase: Prefabricated Span Units shall be covered as soon as the concrete can be covered with wet blankets without marring the surface, or the exposed surfaces shall be kept continuous wet by fog spray.
  2. Final Curing Phase: Final curing phase may be initiated when the last portion of concrete placed has reached a compressive strength of 3.5 MPa (500 psi) as indicated by penetrometer test meeting the requirements of ASTM C403.
  3. During the Final Curing Phase, each Prefabricated Span Unit shall be covered with heavy, water saturated burlap, or other material acceptable to the Engineer. The burlap shall be kept continuously saturated, and the concrete surface temperature shall not drop below 8°C (45°F). These conditions shall be maintained for a minimum seven (7) days and until the concrete has reached 70% of the specified 28 day compressive strength. Accelerated

curing will not be allowed. Failure to maintain a continuous saturated condition shall be cause for rejection. The Engineer shall have no liability and no adjustment shall be made for any time-related costs resulting from rejection.

4. Form Removal: Forms shall remain in place for a minimum three (3) days and until the concrete has reached 70% of the specified 28 day compressive strength. Care shall be exercised in removing forms to prevent spalling and chipping of the concrete.
5. Provisions for Concreting in Cold Weather: Cold-Weather concreting between September 15th and April 1st shall require pre-approval by the Engineer and shall be in accordance with §557 3.07- Provisions for Concreting in Cold Weather expect as modified within. Proposed details and procedures shall be submitted to the Engineer 90 days prior to commencing operations. Prefabricated Span Units that are exposed to a temperature below 0°C (32°F) for duration of longer than 2 hours shall be cause for rejection. No extension of the curing period will be allowed. The Engineer shall have no liability and no adjustment shall be made for any delay and costs resulting from rejection.

Curing duration shall occur as described in 3.02D (1.) thru 3.02D (3.) of this specification. Upon completion of curing, concrete shall be air dried for 14 days and have met the 28 day compressive stress requirement before being exposed to freezing temperatures. Drying shall be achieved by providing free air flow while maintaining temperatures between 8°C and 30°C (45°F and 86°F) to all concrete surfaces. Fascia forms shall be removed to allow for free air flow.

Once the drying period is complete, temperatures shall be gradually reduced at a rate not to exceed 18°C/hr (33°F/hr) until the temperature within the enclosure equals the temperature outside the enclosure. Failure to complete acceptable curing and drying, as described above, will result in rejection of all concrete in the placement. The Engineer shall have no liability and no adjustment shall be made for any delay and costs resulting from rejection.

- 3.03 Transportation: The Contractor will submit for review a written method of transportation two (2) weeks prior to shipment. The minimum age and the minimum strength of the concrete required prior to shipment shall be as indicated in the Contract Documents. The Contractor shall have an Engineer licensed in the

State of New York prepare and stamp a set of plans and calculations that ensure that while any component is in transit, it will not be damaged. The Contractor will be responsible for securing at its expense, all necessary permits and approvals required to transport all components. Prior to release of the manufactured Prefabricated Span Unit(s) the Contractor and the Engineer shall inspect and document that all units are free of damage and the Contractor shall certify such in writing to the Engineer. Any Prefabricated Span Unit that is damaged shall be documented in writing and shall be rejected. The rejected unit shall be repaired with a previously approved procedure or replaced. The repaired and/or replaced unit may then be presented to the Engineer for approval. No unit(s) shall be shipped prior to their acceptance by the Engineer in writing (4 copies shall be provided). Each Prefabricated Span Unit shall be identified (stamped, to be provided by the fabricator) by shipping/assembly marks as indicated on the shop drawings. Each Prefabricated Span Unit shall be delivered to the job site with a copy of a letter of acceptance. Any Prefabricated Span Unit delivered without a letter of acceptance will be deemed rejected, and will not be allowed to be off-loaded at the job site. The Engineer shall have no liability and no adjustment shall be made for any costs and delay resulting from the rejection of any manufactured Prefabricated Span Unit(s). The Contractor shall not be compensated for any Prefabricated Span Unit found not to be in compliance with the contract documents, approved materials and/or shop drawings.

Upon arrival at the job site and prior to the off-loading of any Prefabricated Span Unit, the Contractor and the Engineer shall inspect again the Prefabricated Span Unit and certify in writing that all Prefabricated Span Unit are free of damage. No Prefabricated Span Unit shall be off-loaded until the certification is complete and the letter of acceptance has been presented to the Contractor from the Engineer. Any Prefabricated Span Unit that is damaged shall be documented in writing and shall be rejected. The rejected Prefabricated Span Unit shall be repaired with a previously approved procedure or replaced. The repaired and/or replaced Prefabricated Span Unit may then be presented to the Engineer for approval. The Engineer shall have no liability and no adjustment shall be made for any costs and delays resulting from the rejection of any manufactured Prefabricated Span Unit (s). The Contractor shall not be compensated for any unit found not to be in compliance with, the contract documents, approved materials and/or shop drawings.

- 3.04 Storage: Prefabricated Span Unit shall be stored and shipped right-side up with wood lagging between units to prevent steel, concrete, or galvanized coating damage. The Prefabricated Span Unit shall be supported in accordance with the details for storage and transportation shown on the approved shop drawings. All supports must be level and on adequate, foundation material that will prevent shifting or differential settlement which may



cause twisting or rotation of the Prefabricated Span Unit s. Immediately pick up Prefabricated Span Units in storage that have rotated or twisted and adjust the supports to provide level and uniform support. Prefabricated Span Units to be stored, in temperatures below 8°C (45°F) following curing shall be prepared for the cold weather storage as described in 3.02D (4.)

3.05 Erection: The Contractor shall submit an erection procedure to the Engineer for review prior to erecting any Prefabricated Span Unit (s). The design, erection, and stability of the Prefabricated Span Unit (s) and the remaining existing structure shall be the sole responsibility of the Contractor. The submission shall include calculations and detailed plans signed and sealed by a New York State Licensed Professional Engineer. All comments made by the Engineer shall be incorporated. The following minimum information shall be included on the erection drawings:

- A. Title block with the contract number, structure name and county.
- B. Plan area showing support structures, roads, utilities, and or relative information.
- C. Erection sequence for main members and secondary members, noting use of holding cranes, false work, temporary bents etc.
- D. Delivery location of all Prefabricated Span Unit(s).
- E. Capacity chart of each crane and boom length used in work.
- F. Pick points on each Prefabricated Span Unit.
- G. Lifting weight of each Prefabricated Span Unit(s).
- H. Lift and setting radius for each pick.
- I. Description of lifting devices or other connecting devices.
- J. Stabilizing details.
- K. Method and location of temporary support. The Engineer shall review but not approve. The design, erection, and stability will be the sole responsibility of the Contractor.

The following notes shall be included on the erection drawings:

- A. No crane will be operated in a manner that will exceed its rated capacity at any radius as specified by the manufacturer
- B. The table or chart prepared by the crane manufacturer to describe the maximum lift at all radius shall be posted in each crane cab.
- C. The Contractor shall be responsible for verifying the weight of each lift and insuring the stability of each Prefabricated Span Unit.

The Contractor shall inspect each Prefabricated Span Unit visually for evidence of damage or defect before, during, and after critical operations and as often as necessary to ensure adequate quality control. The Contractor shall immediately bring all such evidence of damage or defect to the attention of the Engineer. The extent and frequency of inspection by the Engineer

for quality assurance is the Engineer's prerogative. The Prefabricated Span Unit s may be inspected at any time during construction as deemed necessary by the Engineer to maintain compliance with this specification.

**4. METHOD OF MEASUREMENT:**

- 4.01 The work will be measured as one lump sum for all the work necessary for Design, Fabrication, Transportation, Storage and Installation of Prefabricated Span Units for Bridge Superstructure as described in the Contract Documents.

**5. BASIS OF PAYMENT:**

- 5.01 The lump sum bid price shall include design computations, shop drawings, certification(s), testing of material(s), and all materials, equipment, tools, forms, labor, engineering, erection equipment and incidental items necessary to complete the work (including testing, fabrication, storage and transportation costs) as detailed in the contract documents.
- 5.02 Any materials not shown on the Plans that are made necessary by revisions to the Superstructure proposed by the Contractor shall be included in this item. The Engineer will make monthly progress payments after manufacturing has been authorized. For the purpose of determining monthly progress payments, the Contractor shall refer to Section 109-04 of the New York State Standard Specifications except as modified.
- 5.03 No additional compensation will be made for any degree of repairs (i.e. minor to replacement) deemed necessary by the Engineer.
- 5.04 The Contractor shall submit each month a schedule listing the status of all segments, highlighting the percent payment due on each Prefabricated Span Unit. The schedule shall be submitted no later than three (3) days prior to the scheduled estimate date, to allow for review. Payments will be based on the submitted schedule as verified by the Engineer.
- 5.05 No payment will be made for any work excluded from payment by the terms of this Specification.
- 5.06 Basis of acceptance shall be based on the Engineer's verification that each Prefabricated Span Unit has been installed conforming to the dimensions and specifications of the contract documents.
- 5.07 The Contractor is responsible for meeting any intermediate and final completion dates defined in the contract provisions. Therefore, the Contractor is advised to take all necessary field measurements and to submit all necessary documents for review and approval as soon as the Contract is awarded. Liquidated damages, as defined in the contract provisions, will be assessed for any delay in the contract schedule.

Project ID: HBPED100M  
(Re-Bid 1)

*Payment will be made under:*

Item No.	Description	Pay Unit
NYC-25564.514099 M	PREFABRICATED SPAN UNITS	LUMP SUM

**ITEM NYC-2755 M PROTECTIVE STAINLESS STEEL FENCE**

**DESCRIPTION**

Under this item, the contractor shall furnish and install Protective Stainless Steel Fence in accordance with the drawings and contract documents and/or as directed by the Engineer.

**MATERIALS**

Materials shall meet the NYSDOT Standard Specifications requirements of the following subsections and the requirements as specified in the contract documents:

Concrete Grouting Material	701-05
Stainless Steel connecting Products	715-16

Stainless steel of bars and shapes shall meet requirements of ASTM A276, Grade 304L. Stainless steel tubing shall meet requirements of ASTM A554, Grade 304L.

Stainless steel perforated panels will be as dimensioned and shown in the drawings.

Fence mesh shall conform to AISI type 316 Stainless Steel and shall be 11 gauge width 25mmx25mm openings, style of welded wire mesh.

To eliminate sharp wire ends, top and bottom edges of the fence mesh shall be clamped between two stainless steel frames and not exposed.

The Contractor shall notify the NYCDOT Director of Quality Assurance of the name and address of the fabricator of all bridge protective stainless steel fence components in accordance with §106-01, Sources of Supply. This notification shall list the specific shop or shops in which the materials will be fabricated.

**CONSTRUCTION DETAILS**

Protective fence mesh and perforated panels shall be firmly attached to the stainless steel frames. All fence mesh shall be stretched taut. The protective stainless steel fence shall be fabricated to the design shown on the drawings. All work shall be straight, true, free from warp and twist, square and in the same plane.

All surfaces and edges shall be free from sharp edges, burrs, and projections, which may cause injury. Miter members at corners. All joints, comers, copes and miters shall be accurately cut, machined and fitted.

The fence posts shall be fastened to the surface of concrete or steel in accordance with the details indicated on the contract plans. Posts shall be set so that straight sections are truly vertical, unless otherwise indicated on the contract plans. Both the top and bottom frames shall provide continuous support for the fencing from end-to-end of the fence mesh.

- A. Inspection of Fencing. Immediately prior to erection, the fencing shall be inspected for damage. Significant bends or kinks in the fencing not specifically called for in the contract documents shall constitute sufficient cause for rejection. Straightening of such bends or kinks shall not be allowed.  
Bending or curving fencing in the field in order to fit alignment requirements, shall not be permitted. The Engineer may order some bending or curving to allow for necessary minor adjustments.  
All erection shall be subject to the inspection of the Engineer who shall be given all facilities required for a visual inspection of workmanship and materials.
- B. Erection. All fencing shall be erected in accordance with the contract documents.
- C. Positioning Fencing. Fencing shall be erected so that the frames are parallel to each other and to the top of girder, sidewalk or structural slab.
- D. Base Plates. Post base plates shall be perpendicular to the post, unless otherwise noted. When the railing is to be placed on a preformed surface, the base plate may be placed parallel to the grade or may be perpendicular to the post and made level by the use of beveled shims.

#### Cement Mortar Pads

- A. Proportioning. Cement mortar pads shall consist of a concrete grouting material. The concrete grouting material shall meet the requirements of §701-05, Concrete Grouting Material. The grouting material shall be mixed with water, in the ratio recommended by the manufacturer, to produce a trowelable mix.
- B. Mixing. Mixing shall be carried out in strict accordance with the manufacturer's recommendations or the following as determined by the Engineer.  
All necessary mixing equipment shall be present and in good working order prior to the start of mixing. Mixing time shall not exceed three minutes unless otherwise permitted. No mixing shall be started until all preparations have been made to place the mortar. All mortar in any individual batch shall be used within 25 minutes after the start of mixing. Retempering will not be allowed.
- C. Surface Preparation. All concrete surfaces to receive the mortar shall be free from laitance, oil, grease, paint, dust, loose particles or other foreign material. The concrete surface shall be cleaned by sandblasting to the satisfaction of the Engineer, followed by a thorough vacuum cleaning.  
The bottom surfaces of the base plates shall be free of oil, dirt and other foreign matter. The concrete surface shall be lightly moistened with water.
- D. Form Preparation. The forms shall be positioned about the base plate as shown in the plans or as directed by the Engineer. If the forms are to be coated with a release agent, it shall not

- be deleterious to the physical properties of the mortar system being used as determined by the Engineer.
- E. Application. After the concrete surfaces and the base plates surfaces have been properly prepared the mortar shall be placed within the limits of the forms and tamped into place to assure that there are no voids in the completed pad. Exposed surfaces of the mortar shall be screeded and troweled to the level of the bottom of the base plate. The mortar pads shall be protected from rain for at least 24 hours.
- F. General. In all cases, the installation of the mortar pads shall be made when the concrete and ambient air temperatures are above 10°C.

**METHOD OF MEASUREMENT**

This work will be measured as the number of meters of Protective Stainless Steel Fence furnished and installed. This shall be measured along the centerline of railing anchorage between extreme outer limits as indicated on the contract plans.

**BASIS OF PAYMENT**

The unit price bid per linear meter shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work. No payment shall be made for those fencing pieces which are replacements for those fencing pieces that have been rejected.

***Payment will be made under:***

Item No.	Description	Pay Unit
NYC-2755-1 M	PROTECTIVE STAINLESS STEEL FENCE-TYPE 1	METER
NYC-2755-2 M	PROTECTIVE STAINLESS STEEL FENCE-TYPE 2	METER
NYC-2755-3 M	PROTECTIVE STAINLESS STEEL FENCE-TYPE 3	METER
NYC-2755-4 M	PROTECTIVE STAINLESS STEEL FENCE-TYPE 4	METER
NYC-2755-5 M	PROTECTIVE STAINLESS STEEL FENCE-TYPE 5	METER
NYC-2755-6 M	PROTECTIVE STAINLESS STEEL FENCE-TYPE 6	METER
NYC-2755-7 M	PROTECTIVE STAINLESS STEEL FENCE-TYPE 7	METER

**ITEM NYC-615.2408 M BOULDER PLACEMENT (OFF-SITE SUPPLY)**

**DESCRIPTION**

This work shall consist of procurement and placement of boulders of the size indicated and at the locations indicated on the plans or as ordered by Engineer. Work shall include provision of a sand setting bed and cleaning of rock.

**MATERIALS**

The boulders shall be procured from a site determined by the contractor and may be obtained from a representative quarry location.

**1. REPRESENTATIVE QUARRY LOCATIONS:**

- A. Haverstraw Quarry  
66 Scratchup Road  
Haverstraw, NY 10927  
<http://www.tilconny.com/locations/ny-haverstraw.htm>
- B. Tomkins Cove Quarry  
Foot of Elm  
Tomkins Cove, NY 10986  
<http://www.tilconny.com/locations/ny-tomkins-cove.htm>
- C. West Nyack Quarry  
Crusher Road  
West Nyack, NY 10994  
<http://www.tilconny.com/locations/ny-west-nyack.htm>
- D. Braen Supply, Inc.  
400-402 Central Avenue  
Haledon, New Jersey 07508  
Phone: (973)-419-5669
- E. Stone Center at Bridgewater  
831 East Main Street  
Bridgewater, NJ 08807  
Phone: (732)-469-4433  
<http://www.thestonecenter.com>
- F. Flynn Stone Company;  
755 South Preston Road;  
Lakewood, PA 18439;  
Phone: (570)-446-0844,  
Fax: (570)-448-2014;  
e-mail: [info@flynnstonerocks.com](mailto:info@flynnstonerocks.com)
- I. Skyline Quarry (132 miles from Nanuet)  
110 Conklin Road  
Stafford Springs, CT 06076  
Phone: (860) 875 3580  
[www.skylinequarry.net](http://www.skylinequarry.net)

- J. Geo Schofield Co Inc.  
Creek Road, Harford, PA 18823  
Phone: (570) 434-2536 [www.schofieldstone.com/contactus.htm](http://www.schofieldstone.com/contactus.htm)
- K. Swenson Granite Works  
369 North State Street  
Concord, NH 03301  
Phone: (203)-270-6644  
[www.swensongranite.com](http://www.swensongranite.com)

Note: quarry locations are representative only. Locations that are closer or further from the project site may be considered based on the availability of boulders as shown on drawings.

2. Minimum boulder sizes shall be as indicated on the boulder schedule indicating minimum sizes. Boulders shall not exceed schedule sizes by more than twelve inches.
3. Boulders shall be tan, brown, to dark gray in color and shall be free from scratches, scuffs, or mechanical damage. They shall be selected for their visual attractiveness and they shall be washed and free of soil, dirt and cement for final acceptance.

#### **SUBMITTALS**

1. Contractor shall provide numbered photographs taken from various angles and including a measuring rod for reference and keyed to project plans indicating the boulders selected and intended for submission and approval for project.
2. Contractor shall provide location for pre-delivery inspection of selected boulders for approval by the owners representative / landscape architect. Pre-delivery inspection shall be within a fifty-mile radius of the project location. Travel by the Owners representative / landscape architect beyond fifty miles will be at the Contractors expense.

#### **CONSTRUCTION DETAILS**

The boulders shall be delivered to the site, and installed by the contractor in location and position indicated on the plans or as ordered by the Engineer.

#### **METHOD OF MEASUREMENT**

This work will be measured as EACH for the number of BOULDERS PLACED as specified.

#### **BASIS OF PAYMENT**

The unit price of EACH bid for each BOULDER PLACED shall include cost of labor, materials and equipment necessary to complete the work.



**Payment will be made under:**

Item No.	Description	Pay Unit
NYC-615.2408-1 M	BOULDER PLACEMENT - OFFSITE SUPPLY - small	EACH
NYC-615.2408-2 M	BOULDER PLACEMENT - OFFSITE SUPPLY - medium	EACH
NYC-615.2408-3 M	BOULDER PLACEMENT - OFFSITE SUPPLY - large	EACH
NYC-615.2408-4 M	BOULDER PLACEMENT - OFFSITE SUPPLY - extra large	EACH

**ITEM NYC-634.99020017 M - VIBRATION MONITORING (NONBLASTING)**

**DESCRIPTION**

This work shall consist of performing vibration monitoring of background and construction activities and preparing daily and summary report(s) of vibration readings.

**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.

**CONSTRUCTION DETAILS**

The Contractor shall engage the services of a firm capable of furnishing a New York State licensed Professional Engineer to conduct a condition survey of the existing building(s) indicated in the contract documents in the Special Note entitled Vibration Criteria and an experienced vibration monitoring Consultant to measure peak particle velocities prior to, and during, construction operations. Submit as proof to the Deputy Chief Engineer (Technical Services) the experience and qualifications of the firm's personnel conducting the work.

Perform continuous vibration monitoring during construction operations when adjacent construction activities make monitoring prudent. The Contractor shall perform the work in a manner that will limit construction vibration at the specified locations to within the limits set within the contract documents.

A minimum of 1 monitoring point is required at each pier location. A minimum of 2 monitoring points are required at the south Abutment Ramp.

All buildings within one hundred (100) feet of the work site require a pre-construction and post-construction survey.

The contractor shall supply 2 pairs of noise monitoring setups and provide a sound clip recording.

***Submittal of Written Vibration Monitoring Plan:***

Prior to performing work adjacent to specified locations, a written Vibration Monitoring Plan prepared by the Contractor shall be submitted to the Engineer a minimum of 10 work days in advance for approval. The Engineer will send a copy of the Vibration Monitoring Plan to the Geotechnical Engineering Bureau, Engineering Geology Section for review and written comment. The vibration monitoring plan may be returned to the Contractor for revision or clarification.

The vibration monitoring plan shall include the necessary information to outline the recording collection. The vibration monitoring plan shall include, but not be limited to, the following items:

***1. Contract Designations***

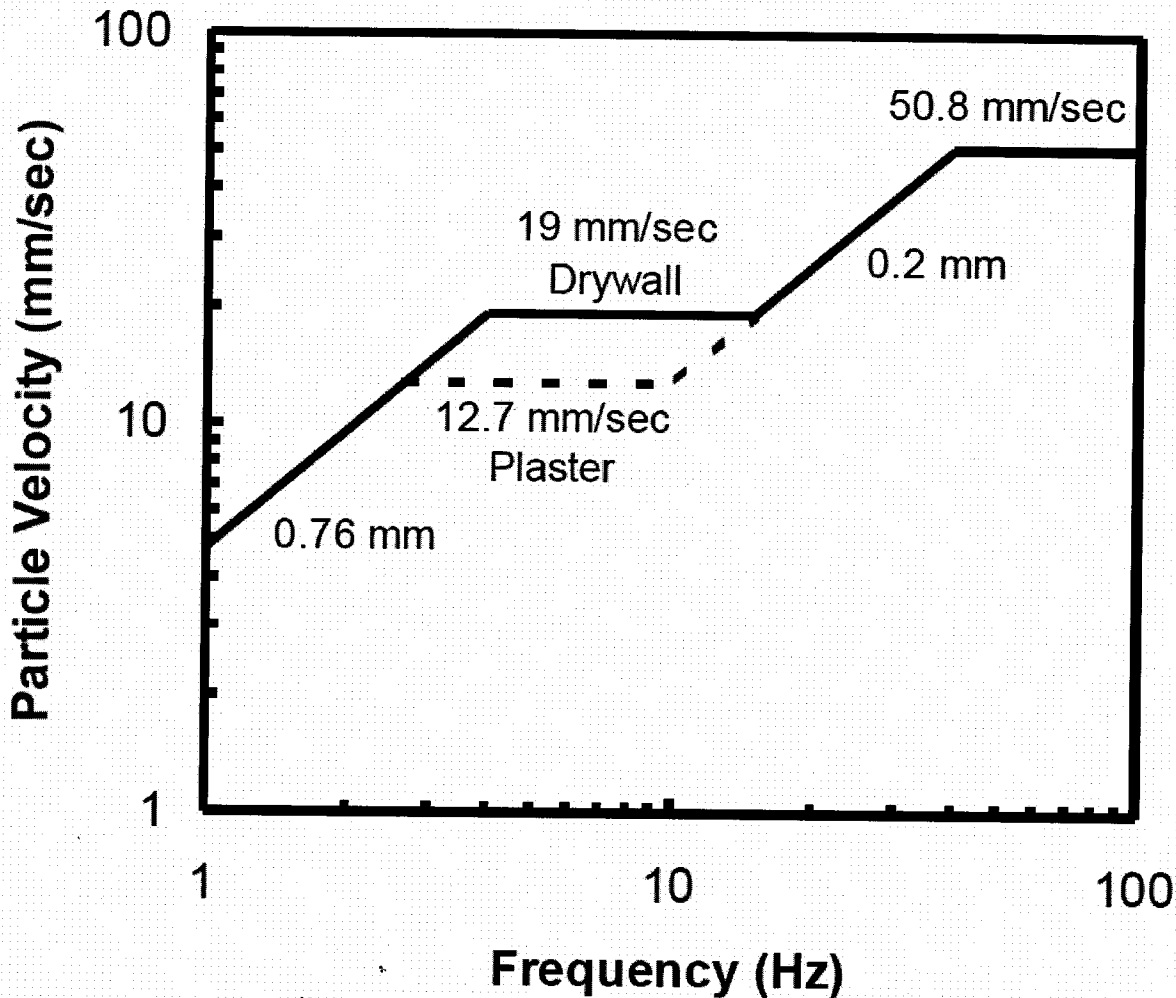
- The name of vibration monitoring specialist(s).
- The scheduled start date and length of construction operations which require vibration monitoring.
- The limits of vibration monitoring work, including sites on or off State-owned right-of-way.
- The location of all structures to be monitored in proximity to the construction operation.
- The location of any underground utilities in proximity to the construction operation.

2. *Experience and Equipment*

- 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.
- Submit information on the required 3-component seismograph, capable of measuring particle velocity data in three mutually perpendicular directions, including: the manufacturer's name, model number, and documentation of factory calibration performed within the last 12 months.

3. *Methods and Procedures*

- The location of adjacent structures 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 (Figure 1) shall be observed at all structures.
- The location of seismograph(s) placements, as directed by the Contractor's Professional Engineer. Recording seismographs may be installed on selected structures.
- Appropriate details for anchoring the geophone(s).
- The procedure for tracking PPV throughout construction operations (e.g., Pile Driving Operations: pile tip vs. vibrations may be correlated through time of day. A record of the time of day at each depth interval, included on the pile driving records, would be required to correlate to a time-based readout of PPV).



**Figure 1 - USBM Vibration Criteria (after Siskind et al, 1980)**

The figure provides a "threshold damage" limit, defined as cosmetic damage (e.g., cracking) within the structure, categorized by both frequency ranges and particle velocity

The Contractor shall inform the Engineer immediately each time measured particle velocities exceed 85% of the allowable peak particle velocity. The Contractor shall 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 shall stop operations immediately and revise equipment and 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 shall be in communication with his monitoring firm's personnel during vibration monitoring at all locations to verify the data recorded.

The Contractor shall provide the Engineer with the results of daily vibration monitoring, one work day after the readings are taken. Upon completion of the construction operations for those locations requiring vibration monitoring, the daily submittals shall be synthesized into a final report.

**METHOD OF MEASUREMENT**

The vibration monitoring work will be measured on a monthly basis.

**BASIS OF PAYMENT**

The monthly bid price for vibration monitoring shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

*Payment will be made under:*

Item No.	Description	Pay Unit
NYC-634.99020017 M	VIBRATION MONITORING (NON-BLASTING)	MONTH

## **ITEM NYC- 637.13 M - ENGINEER'S FIELD OFFICE**

**DESCRIPTION.** The Contractor shall provide, furnish and maintain a fully equipped field office for the exclusive use of and occupancy by the Department's engineering personnel and/or Supervising Consultant (herein after called "City personnel"), and by the engineering personnel of private utilities when specified. The field office shall be at a location approved by the Engineer and shall be a commercial building, store front, or with the approval of both Office of Construction Mitigation and Coordination (OCMC) and the Community Board it may be a mobile trailer(s). If a trailer is used it shall be subject to approval by the Engineer, and all necessary permits shall be obtained by the Contractor. The Contractor may have facilities in an adjoining area separated by a lockable door, provided such facilities are in a location approved by the Engineer.

The field office structure and occupancy thereof shall conform to the requirements of all laws, rules, regulations and orders applicable to it.

The field office and all equipment, except as otherwise specified, may be new materials or may be used materials in good condition and satisfactory to the Engineer.

### **MATERIALS.**

(A) **GENERAL CONSTRUCTION.** The Engineer's Field Office shall be in an approved and weatherproof building. It shall have a minimum ceiling height of seven (7') feet and be partitioned to provide the number of rooms required for the type of office specified. Floor space for Field Office shall be subdivided into work areas based on a floor plan provided by the City to the Contractor upon notification of space availability.

(B) **GENERAL FACILITIES.** The field office shall contain or have the following facilities incorporated:

(a) Lighting - Electric light, non-glare type luminaries to provide a minimum illumination level of 100 ft.- candles at desk height level.

(b) Heating and Cooling - Adequate equipment to maintain an ambient air temperature of 70° F.  $\pm 5^{\circ}$ .

(c) Electrical - Electrical wiring and outlets throughout the entire field office shall be in full conformance with the current National Electric Codes and local building codes.

(d) Toilet - Two separate enclosed rooms (Men/Women assigned), properly ventilated per code and complying with applicable sanitary codes shall contain a lavatory with running hot and cold water, flush-type toilet, mirror, electric hand dryer, and paper towel dispenser.

Men - 1 toilets, 1 urinals and 1 washbasins

Women - 1 toilet and 1 washbasin

(e) Shower Facility: One standing shower stall with proper ventilation and complying with applicable sanitary codes. It shall provide running hot and cold water.

- (f) Potable Water - Potable water supplied from an existing system or five (5) gallon capacity water cooler of a type to be approved by the Engineer shall be provided for use by City personnel. Replacement bottles of water shall be provided by the Contractor, when required.
- (g) Sink - A sink at least 3 ft. long x 2 ft. wide x 1 ft-6 inch deep, equipped with water faucet and drain line.
- (h) Counter - A work counter next to sink at least 2 ft. long x 2 ft. wide.
- (i) Cabinet - A storage cabinet or locker at least 2 ft. square x 6 ft. high, equipped with at least four shelves, a lock and 2 keys.
- (j) Signs - Store front locations shall have a window graphic sign in black and white lettering with the following inscription. Other locations shall have a wood or metal sign affixed on the outside wall of the building with the following inscription painted in black block lettering on a white background. Paints shall be approved exterior enamels.

<b>CITY OF NEW YORK</b>	<b>2-1/2"</b>
<b>DEPARTMENT OF DESIGN AND CONSTRUCTION</b>	<b>3-1/2"</b>
<b>INFRASTRUCTURE</b>	<b>2-1/2"</b>
<b>RESIDENT ENGINEER'S FIELD OFFICE</b>	<b>2-1/2"</b>

- (k) Electric Refrigerator - five (5) cubic feet minimum capacity for use by City personnel.
- (l) Kitchenette- To include a minimum 1 cubic foot, 1,300 watt microwave oven, a sink with hot and cold running water with minimum dimensions of 15 inch x 15 inch x 6 inch deep, usable counter space with minimum dimensions of 5 feet long x 2 feet deep and cabinet space with minimum dimensions of 5 feet long x 1 1/2 feet deep x 2 1/2 feet high. If the water in the sink is not potable, it shall be clearly marked as such.
- (m) Coat Rack- A metal or wood coat rack or closet capable of holding at least 4 coats. The minimum required number of coat racks to be provided is specified in Table 637-I.
- (n) Stove Top - Two-burner electric hot plate or approved coffee maker for use by City personnel.
- (o) Thermometer- A minimum-maximum thermometer displaying in degrees Fahrenheit and mounted with an external probe to give the temperature both indoors and outdoors.
- (p) Windows and Doors - All windows and doors shall be weatherproof and each equipped with adequate locking devices. Each window shall be equipped with vertical blinds. Exterior doors shall be provided with two (2) separate "high security" dead bolt type cylinder locks, keyed alike, and three (3) keys shall be furnished for each lock.

(q) Partitions - Partitions for work space enclosures shall be either permanent walls or of the modular type similar to Herman Miller's standard fabric covered line.

(r) Parking Area - Contractor shall provide and/or construct paved or hard surfaced (gravel or bankrun) secure parking area with dedicated parking spaces adjacent to the Engineer's Field Office (or as directed by Engineer). Each Parking space shall be 9 ft. by 18 feet and minimum required number of parking spaces to be provided is specified in Table 637-I.

(C) OFFICE EQUIPMENT.

(a) Pencil Sharpener - Electric pencil sharpener, minimum 1 per room.

(b) Interior Bulletin Board - An installed, wall mounted 4 ft. x 6 ft. bulletin board made of cork or similar material in a large room or as directed by Engineer.

(c) Telephone Answering Machine - The telephone answering machine to be provided shall be an electronic digital voice machine with emergency call forwarding capability. It shall be operable twenty four (24) hours per day and, when unattended, shall transmit to the caller the following message:

"You have reached the Field Office of the New York City Dept. of Design and Construction. No one is here now. We check our incoming messages frequently. We will get back to you as soon as possible. Please leave your name, message and phone number where you may be reached. In case of emergency, call the New York City Hotline at 311. Again, the emergency number is 311."

(d) Facsimile Machine - Plain paper laser or inkjet facsimile machine with a dedicate telephone line. The machine shall be capable of sending and printing a maximum paper size of 11x17 inches, having 20 pages memory storage, a minimum 20-sheet document feeder, a minimum 50-sheet paper capacity, transmit at least 6 pages per minute and having an autodial/redial with a minimum of 50 phone number memory. The machine shall be capable of storing and printing outgoing message confirmation information and printing the sender's name, fax number and page number of incoming faxes.

(e) Photocopier Machine - Heavy duty, electric, dry-process photocopying machine. The machine shall be capable of duplex copying paper sizes of 8-1/2x11 inches, 8-1/2x14 inches and 11x17 inches, and having separate trays for each paper size. It shall have document feeder, collator and the capability to reduce/enlarge copies between each paper size. One (1) case (5000 sheets, 20 lb, white) of each paper size shall be provided as initial stock.

(f) Dry Erase Board - Installed, wall-mounted 2 foot x 4 foot dry erase boards, minimum one (1) per room.

(g) Storage Locker - Metal or wood storage locker with shelves, a tumbler lock and two (2) keys for the storage of survey, GPS and testing equipment. The total locker space footprint provided shall be a minimum of 9 square feet with a minimum height of 6 feet. P. Fire Resistant Cabinet.



(h) Vertical Filing Plan Rack- Constructed of metal, capable of hanging up to 12 sets of plan drawings up to 3 feet x 4 feet in size, 12 hanging clamps included. The minimum required number of vertical plan filing racks to be provided is specified in Table 637-I.

(i) Roll File Unit- Twelve (12) compartments, each measuring approximately 6 inches x 6 inches. The minimum required number of roll file units to be provided is specified in Table 637-I.

(j) Office/Conference Table- Commercial-grade rectangular table with weather/spill resistant top a minimum of 8 feet long by 2 1/2 feet wide by 30 inches high. The minimum required number of office/conference tables to be provided is specified in Table 637-I.

(k) Folding Chair- Commercial-grade, folding steel chair with approximate overall dimensions of 30 inches high by 19 inches wide by 21 inches deep. The minimum required number of folding chairs to be provided is specified in Table 637-I.

(l) Digital camera- The digital camera shall meet the requirements below. All necessary hardware, cables, operating manuals, and other pertinent media for all the components shall be provided, including connecting the camera to the office computer system. The camera must be able to download the pictures/video to a computer without any proprietary software having to be installed on the computer. The equipment shall be no more than one (1) year old. To verify the age of the equipment, the Contractor shall provide the Engineer with a dated copy of the receipt(s) for the purchase of the equipment. Once equipment has been provided, it does not require replacement every year.

- Minimum 8.0 megapixel resolution with 3x optical zoom and autofocus operation.
- Commercially available format
- Autofocus operation
- 2 1/2 inch LCD screen and optical viewfinder
- Equipped with Electronic Image Stabilization
- Low-light recording capable
- Time/date stamp on recording
- AC adapter and all cables and connections necessary for computer interface.
- Built-in intelligent flash (auto/on/off)
- Time/date stamp on each picture/video recording
- A total of two (2) rechargeable sets of batteries (Lithium-Ion or NiMH) and high-capacity (approximately 1 hour) charging unit
- Two (16) GB memory cards
- Soft storage/carry case with shoulder strap.

(m) Data Books - A copy of The AED Green Book, latest edition, published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, shall be provided for all contracts that have a total Consecutive Calendar Days for General Construction duration as set forth in Schedule A of greater than 365 CCD's. Contracts of lesser duration shall not require any data books.

- (n) Computer Equipment - Computers shall be provided for all contracts regardless of construction duration.

Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Table 637-I - ADDITIONAL SPECIFIC REQUIREMENTS, contained herein, and shall meet the following minimum requirements:

- (1) Personal Computer(s) - Workstation Configuration.
- (a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
  - (b) Processor: i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
  - (c) System Ram: Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz-2 DIMMSs
  - (d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger.
  - (e) CD-RW: Internal CD-RW, 48x Speed or faster.
  - (f) 16X DVD+/-RW DVD Burner (with double layer write capability) 16x Speed or faster
  - (g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
  - (h) Video Display Card: HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
  - (i) Monitor: 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.
  - (j) Available Exp. Slots: System as configured above shall have at least two (2) full size PCI Slots available.
  - (k) Network Interface: Intergrated 10/100/1000 Ethernet card.
  - (l) Other Peripherals: Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
  - (m) Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software

package with 2 year updates  
subscription; and, either Auto Cad 2012  
LT or Microsoft Visio 2010 Standard  
Edition, as directed by the Engineer.

(2) Every computer (listed in the Table 637-I) shall be provided with the following:

- (a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 – 5	5 Mbps
6 – 10	10 Mbps
11 – 15	15 Mbps
16 – 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com).

- (b) (No Text).
- (c) All necessary Cabling.
- (d) Storage Boxes for and Blank CDs/DVDs.
- (e) Printer Table.
- (f) UPS/Surge Suppressor combo.
- (3) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.
- (4) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.
- (5) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor, and shall be replenished by the Contractor as required by the Engineer.
- (6) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day.

High Speed internet connection is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet High Speed internet connectivity, via Cable, is available at the planned field office location. Any questions regarding this policy should be directed to the Assistant Commissioner of Information Technology Services at 718-391-1761.

(D) Field Testing Equipment.

- (a) 2 - Air Entrainment Meters - Pressure Type, with carrying case for use by City personnel. Each meter shall be capable of producing an accurate test result in approximately five (5) minutes and shall comply with ASTM Designation C 231.
- (b) 2 - Slump Test Sets - Slump cone and test sets conforming to the requirements of ASTM Designation C 143, complete with rod and scoop for use by City personnel.
- (c) Thermometers: For use by City personnel.
  - (1) 1 - Minimum-maximum thermometer.
  - (2) 3 - Asphalt thermometers of stainless steel construction with an accuracy of 0.5% of the full scale, able to measure temperatures from 50 to 500 degrees F. in 5 degree increments.
  - (3) 3 - Surface Thermometers able to measure temperatures of flat surfaces similar to Sargent-Welsh Model S81441-D, or an approved equivalent.
- (d) Nonsparking Pinch Bar - For use in opening manholes.
- (e) Gas Meters - For use in detecting the presence of explosive gases and vapors for use by City personnel.
- (f) Straight Edge - One 10 foot long straight edge for use by City personnel in detecting pavement surface tolerance.
- (g) 48" Smart Level - For use in determining pedestrian ramp and sidewalk slopes.
- (h) Chlorine Test Kits - For testing residual chlorine levels following water main flushing.
- (i) Green Florescent Power Trace-Dye - For testing sewer connections.
- (j) One Million Candlepower Rechargeable Flashlight.
- (k) Distance Measuring Wheel - For measuring long distances.

**SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE.** In addition to the general requirements, the Field Office shall have the minimum floor area indicated in Table 637-I. The Contractor shall provide and maintain furnishings the Field Office in the quantity specified in Table 637-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

The Field Office shall have a minimum of one outside door and four windows and shall be partitioned to provide four (4) rooms.

**TABLE 637-I**  
**ADDITIONAL SPECIFIC REQUIREMENTS**

SPECIFIC REQUIREMENTS	Quantity(ies)
Minimum Floor space (Square Feet)	1,500
Office desks, at least 4'-8" x 2'-8", with drawers, locks, and keys.	8
Swivel chairs, with arms, for the above.	8
Office folding chairs, metal, with padded seats and backs.	16
Steel supply cabinets (approximate size 72" high by 36" wide by 18" deep), with four adjustable shelves, tumbler lock and 3 keys.	1
Fire resistant cabinet, 4-drawer, legal size with lock and three (3) keys, meeting the requirements for "Filing devices, Insulated (36 E 9)" Class D Label, of the Underwriters' Laboratories, Inc. Specifications.	4
Individual lockers (17" wide x 18" deep x 72" high) with flat key locks and two (2) keys each.	6
Calculating machines, tape type with digital display registering at least ten (10) digits.	6
Typewriter, long carriage, standard 16-inch size with pica type.	1
Waste paper baskets (metal, approximately 12" square by 16" high).	8
Fire extinguishers, non-toxic, dry chemical type meeting Underwriters Laboratories, Inc., approval for Class A, Class B and Class C fires with a minimum rating of 2A:10B:10C.	4
First Aid Kit kept properly stocked with appropriate first aid supplies at all times.	2
Drafting tables (3'-0" x 5'-0") with storage drawers and stool.	4
Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	2
Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1
Vertical filing plan racks	4
Telephone lines for calls within New York City limits, where one shall be dedicated for the Fax Machine.	4
Telephone instruments.	10
Telephone answering machine.	1
Fax Machine - With an adequate supply of copy paper, toner, etc. The supply of copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer.	1
Personal Computer - Workstation Configuration	8
Parking space	10
Coat Rack	4
Office/Conference Table	1
Roll File Unit	1
Digital camera	2

**CONSTRUCTION METHODS.** The building shall be fully equipped and made available for use and occupancy by the Department's personnel and/or Supervision Consultant not less than thirty (30) days prior to the start of any contract work.

The building interior (including access foyers, stairwells, etc.) shall be maintained in good, clean, and sanitary working condition by the Contractor for the duration of the contract. The Contractor shall provide and pay all costs for electrical service, telephone service for calls within New York City limits, hot and cold water, heat and fuel, and daily janitor service. Staples, such as paper towels, hand soap, toilet paper, and similar supplies, shall always be available.

Where necessary, the site for a mobile trailer(s) shall be graded and shoulder stone placed and maintained as directed by the Engineer to provide a parking area for City personnel and, if necessary, an approach road shall be provided. Plumbing work shall include all water supply, drainage and piping required for the operation of a complete installation. Temporary water service shall be provided from an existing main and extended into the trailer and all fixtures requiring water supply shall be properly connected up. All necessary soil, waste, vent and drainage piping shall be provided and connected to the existing sewer or as otherwise directed.

The office, incorporated facilities, equipment, and personal property of the Department's employees shall be protected by the Contractor against loss or damage from fire, theft, or other causes, at all hours of the day and night. The Contractor shall provide fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of forty thousand dollars (\$40,000.00) for office equipment of the City of New York in the Engineer's field office and for property of City personnel that is used in the contract work and stored in the office. All insurance coverage shall be written by a company approved by the Commissioner and payable in case of loss to the City of New York. The office shall be maintained by the Contractor in first class condition until final acceptance of the work.

At the direction of the Engineer, any equipment on the above lists may be deleted. He may direct that other equipment of equivalent value be supplied by the Contractor or an appropriate credit be taken for the value of equipment not provided.

When directed by the Engineer, the Contractor shall disconnect all services and remove and dispose of all temporary installations from the site, including fencing, surfacing and utilities, the area shall then be cleaned, loamed and seeded if required and left in a neat and acceptable condition. On and after the date of the Engineer's Final Acceptance, the temporary structure and all installed equipment shall become the property of the Contractor, and shall be disposed of, by him, away from the site of the work. Engineer's Final Acceptance shall be when the Contractor has completed all punch list work and Official Completion Date has been set.

**NONCONFORMANCE.** No payment will be made under Engineer's Field Office for each calendar day during which there are deficiencies in compliance with the requirements of any subsection of this specification. The first calendar day shall commence twenty-four (24) hours after notice to the Contractor of such a deficiency. This non-payment shall be deducted from the Contractor's next estimate as a charge to the Contractor on the item. The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by 30.

In addition, the Contractor may be subject to liquidated damages in accordance with Schedule A.

**MEASUREMENT.** The quantity to be measured for payment under this item shall be the number of months that the Field Office is available for occupancy by the Field Engineers during the period of the contract. Payment will begin the first month that the office is fully equipped, serviced as specified, and made available for occupancy. The Field Office is to be continuously made available and Monthly payments will continue for the duration of the contract through a period not to exceed 6 months past the substantial completion date. When directed in writing by the Commissioner, the Field Office will be provided and paid for a period of time beyond 6 months past the substantial completion date. Payment for each month's occupancy after the date of substantial completion acceptance will be made as part of the final estimate. Monthly payments may be terminated on a specified date prior to acceptance of the contract by written notification by the Engineer that such office will no longer be required on the contract.

**PRICE TO COVER.** The unit price bid per month for the item Engineer's Field Office shall include the cost of furnishing all labor, materials, equipment, ground rental, fire and theft insurance, and utility charges necessary to complete the work of providing or constructing the field office; making all necessary electrical, water, sewer, and other connections required to make the above facilities operative; payment of all rental costs; furnishing and paying for heating fuel, as required; all electrical energy; private telephone services; staples, as specified; and all necessary incidentals to complete the work - all in accordance with the specifications and the directions of the Engineer.

***Payment will be made under:***

<b>Item No.</b>	<b>Item</b>	<b>Pay Unit</b>
NYC-637.13 M	ENGINEER'S FIELD OFFICE	MONTH

**ITEM NYC-637.355120 M - CPM SCHEDULING**

**DESCRIPTION**

The work shall consist of furnishing and maintaining a computerized CPM (Critical Path Method) Scheduling System. The requirements of Section 108-01, shall apply except where superseded by this specification.

The purpose of the computerized CPM Scheduling System is to ensure timely completion of the contract and to establish a standard methodology for time adjustment analysis based on the principles of the Critical Path Method of Scheduling. The CPM schedule shall be prepared based on the principles defined by the latest issue of the *Construction Planning & Scheduling Manual* published by the Associated General Contractors of America.

**MATERIALS**

The Contractor shall furnish the City of New York two copies of the latest available version of Primavera P6 software or approved equal.

The Contractor shall ensure that any and all CPM scheduling files submitted to the Engineer are in a compatible and in a form that can be imported directly into Primavera P6 Planner/Scheduler software or approved equal.

The Contractor shall arrange for and provide a training course for the Primavera P6 Planner/Scheduler software for three (3) City personnel. These three (3) City personnel may be required to attend training at different times.

**CONSTRUCTION DETAILS**

**A. PRE-CONSTRUCTION SCHEDULING MEETING**

The Engineer will schedule and conduct a Pre construction Scheduling Meeting with the Contractor within fifteen (15) calendar days after the contract has been awarded and registered. The requirements of this specification will be reviewed at this meeting. Additionally the following topics will be discussed:

- Specifics of any contract Time-Related Clauses (A+B, I/D, Liquidated Damage, etc.).
- The representation in the schedule of the Time Related work.
- The calendar, activity coding, and resource definition requirements unique to and consistent with the contract.
- The Contractor's schedule methodology employed, proposed work sequence and any proposed deviations from the contract plans.



- The factors that the Contractor determines to control the completion of the project and any milestone completions contained therein.
- Narrative content for Initial Baseline and Monthly Updates.
- Schedule submission protocol for Initial Baseline and Monthly Updates.

The Contractors attendance at the Pre construction Scheduling Meeting is mandatory. No field work will be allowed, with the exception of set up of the Engineer's field office, until this meeting is held.

#### B. INITIAL BASELINE CPM CONSTRUCTION SCHEDULE

Within thirty (30) calendar days following the Pre-Construction Scheduling Meeting, the Contractor shall prepare and submit to the Engineer the Initial Baseline CPM Construction Schedule for the entire project. This submission shall include the electronic Schedule file and paper reports as listed in paragraph B - 2 below.

The Initial Baseline Schedule shall represent the Contractor's plan to construct the project. This schedule shall include all work and activities necessary to complete the project including but not limited to activities for the preparation, submittal, review, approval, fabrication, and delivery of all shop drawing and procurement related items. The Initial Baseline CPM Construction Schedule must be set up to conform with the staging/phasing and other requirements defined in the contract.

The Initial Baseline Schedule shall meet all interim milestone dates and shall not extend beyond the contract completion date.

##### 1. SCHEDULE REQUIREMENTS

The Contractors Initial Baseline CPM Construction Schedule shall meet the following requirements:

###### a. CPM ACTIVITY NETWORK FORMAT

The schedule network shall use the Precedence Diagramming Method.

###### b. PROJECT DEFINITIONS

The following project specific properties within the schedule shall be defined:

CALENDAR- The standard calendar shall be 8-hour days, five days per week and shall account for holidays and non working days. Additional calendars shall be created and included as required for:

- Work week (5 or 6 day).

- Seasonal restrictions (asphalt, landscape, etc.).
- Concrete curing/calendar days.
- Shop drawing review (consistent with City of New York work calendar).
- Any project specifics as required by the Engineer.
- Expected and contemplated weather conditions shall be accounted for in the calendars.

All calendars created shall encompass and account for the total duration of the contract time period.

ACTIVITY CODE- As a minimum the following activity codes shall be established:

- **Responsibility** - The party responsible for each activity. Only one party can be responsible for an activity. Include Values for "Prime Contractor" and third parties to the contract as appropriate (utilities, etc).
- **Phase** - Phasing consistent with Contract plans where each activity is performed; Include Values for "None", and "Project Wide".
- **Stage** - Staging consistent Contract MPT stage where each activity is performed; Include Values for "None", and "Project Wide".
- **Location** - Location of activity work by Stationing, Ramp #, Structure #, etc.; Include Value for "None", and "Project Wide".
- **Type** - The type of work for each activity; Include a Value for "Administrative"
- **Added Work** - Work added to the Contract and incorporated into the schedule with the Engineers Approval; Include a Value for "None".
- **Time Related Clause** - A+B, I/D, Liquidated Damages, etc.; Include a Value for "None".
- **As Required by Project** - Any coding unique to or as required by the Engineer to facilitate the use and analysis of the Schedule. This coding shall be established in consultation with the Engineer at the Pre construction Scheduling Meeting.

RESOURCES - The Resource Dictionary shall be established as required by the Engineer. The Resource Dictionary shall be limited to Labor and Equipment. Labor may be represented by work crews. The composition of each crew must be detailed and

included as an appendix to the Narrative Report. Sub Contractors shall be represented as a labor crew(s).

c. ACTIVITIES DATA

ACTIVITY IDENTIFICATION - Each activity shall have a unique identifier. The identifier may be alpha-numeric, but at a minimum must be a unique number.

ACTIVITY DESCRIPTION - Each activity shall be unambiguously described. Descriptions such as "construct 30% of Y.", are unacceptable. Activities shall be discrete to the extent necessary to accurately schedule the work.

ACTIVITY DURATION - Durations of individual work activities shall not exceed fifteen working days. The minimum activity duration increment is one full day. Durations of individual shop drawing review activities may exceed fifteen working days and shall be consistent with Contract Requirements. Exceptions to this will be reviewed by the Engineer on an activity-by-activity basis. If requested by the Engineer, production rates or other supporting information shall be supplied justifying the reasonableness of any given activity time duration. A Method Statement including the labor, equipment, production rates and any additional information, required to achieve a given activity shall be supplied when requested by the Engineer.

ACTIVITY RELATIONSHIPS - Activity relationships shall be finish-to-start with no lags unless directed otherwise by the Engineer. Contractor requests for exemptions will be made on a case by case basis. Each activity with the exception of the required "Project Award" and "Completion" activities shall have a predecessor and a successor activity relationship.

ACTIVITY START and FINISH DATES - The earliest start date, earliest finish date, latest start date, and latest finish date shall be calculated for each activity.

ACTIVITY TOTAL FLOAT - The total float shall be calculated for each activity. Total float is the full amount of time by which the start on an activity may be delayed without causing the project to last longer.

ACTIVITY CALENDARS - The appropriate calendar assignment shall be made to each activity.

ACTIVITY CODES - Coding shall be assigned to each activity from the defined activity dictionary. Each code shall have a value assigned in a given activity.

ACTIVITY CONSTRAINTS - The start or completion of any activity shall not be constrained. Exceptions to this must be approved by the Engineer. A "Must Finish-By" Date for the overall project is a constraint and must be approved.

ACTIVITY RESOURCES - The schedule shall be "Resource" loaded as required by the Engineer. The resources required to accomplish each activity shall be assigned to that activity from the "Resource Dictionary".

d. REQUIRED ACTIVITIES

The following activities shall be incorporated into the Schedule:

<u>Activity ID</u>	<u>Activity Description</u>	<u>Activity Type</u>	<u>Logic Relationship</u>
000010	Notice to Proceed (NPT)	Start Milestone	No Predecessors to this First Schedule Activity
999999	Completion	Finish Milestone	No Successors to this Last Schedule Activity

e. DATA DATE

The Data Date and Project Start Date in the Initial Baseline Schedule shall be the AWARD DATE.

The Data Date for each Monthly Update shall be the last work day of the month.

2. REVIEW OF THE INITIAL BASELINE CPM CONSTRUCTION SCHEDULE

The Contractor shall submit to the Engineer the following items to facilitate review of the Initial Baseline CPM Construction Schedule:

- Narrative - A statement explaining the general sequence of work in the Contractor's schedule, a detailed definition of the work on the Critical Path, a statement regarding the meeting of any Time Restrictive Clause dates and bonus dates, and the explanation of any other ambiguities in the schedule.

The following Activity Sorts generated from the software shall be provided:

- Critical Path Activity Sort - The activities that comprise the projects Critical Path. The list shall start with the first activity in the path and then ascend by Early Start date to the final activity in the path.
- Time Related Activity Sort - For contracts that contain Interim Time Frames (A+B, I/D, etc.), the activities necessary to complete the work within each specific Time Frame provision in the contract, shall be listed. The list shall start with the first milestone activity and then ascend by Early Start

date to the final milestone activity in the network comprising each Time Frame period. Include a Critical Path activity sort for each specific Time Frame in the contract.

- Constraint Activity Sort - Listing of Constrained Activities and type of constraint.
- Listing of Calendars and Activity Coding incorporated in the Schedule

Electronic copies of the Initial CPM Construction Schedule shall be provided.

The Engineer will review the Initial Baseline CPM Construction Schedule and forward any comments, revisions, or requests to the Contractor. Within fifteen (15) calendar days of the Engineer's reply, the Contractor shall make adjustment to the Initial Baseline CPM Construction Schedule in accordance with the Engineer's comments and resubmit copies for review consistent with the above directives.

Upon final revisions, the Contractor shall submit electronic file copies of the Initial Baseline CPM Construction Schedule to the Engineer. A sort of activities scheduled to start (ES) & finish (EF) in the next update period shall be included. The Logic Diagram (PERT chart) shall be submitted on 279 mm x 425 mm size sheets. The final submission shall be submitted for approval within one week of the Contractor's receipt of the final comments by the Engineer.

Approval of the Initial Baseline CPM Construction Schedule by the Engineer shall not be construed to imply approval of any particular method or sequence of construction or to relieve the Contractor of providing sufficient materials, equipment, and labor to guarantee completion of the project in accordance with the contract proposal, plans, and specifications. Approval shall not be construed to modify or amend the completion date. Completion dates can only be modified or amended by standard contractual means.

Failure to include in the Initial Baseline CPM Construction Schedule any element of work required for the performance of the contract shall not excuse the Contractor from completing all work required within the completion date(s) specified in the contract.

#### C. SCHEDULE UPDATES

##### 1. MONTHLY PROGRESS UPDATES

The Contractor shall update the schedule monthly. The schedule shall be updated to include all work and progress up to and including the last working day of the month. This will establish the "Data Date". The Monthly update shall detail progress based on actual dates of activities started and completed, the percent of work completed to date on each

activity started but not yet completed and the status of procurement of critical materials. The updated schedule data shall be submitted in an electronic file format acceptable to the Engineer.

A Narrative Report is required for each update and shall provide the following information:

- Contractors transmittal letters to both the Engineer and the Resident Engineer stating the update period and schedule "Data Date".
- Work started, completed and ongoing during the update period by activity with "Actual Dates".
- Description of current Critical Path and any change from previous Critical Path.
- Any activities added or deleted and any proposed changes in Activity Logic (Engineer's approval is required).
- Current Delays or Advancements
  - Delayed or Advanced Activities.
  - Proposed corrective action and schedule adjustments to address the Delay.
  - Impact of Delay or Advancement on other activities (duration, ES, EF, LS, LF), milestone and completion dates.
  - Impact of Delay or Advancement on the Critical Path.
- Outstanding Items that effect the schedule and status thereof (including but not limited to):
  - Permits.
  - Shop Drawings.
  - Orders-on-contract.
  - Reviews of submittals.
  - Approvals.
- Fabrication and Delivery.
- Scheduled Completion Date Status
  - Contract Completion.
  - Interim Time Frame (A+B, I/D, etc.).

The following Activity Sorts generated from the Software shall be provided:

- Current Critical Path Activity Sort.
- Near Critical Activities Sort, TF < 5 days.
- Sort of Activities scheduled to start (ES) & finish (EF) in the next Monthly update period.

The Monthly Progress Updates shall be submitted to the Engineer within three (3) calendar days of the "Data Date". The Engineer shall prepare a written response within seven (7) calendar days of receipt of the Monthly Update approving, approving with comments, or returning for resubmission. If the Contractor fails to comply with the Monthly Progress Update submission requirements the Engineer may invoke Article 8 of the contract and withhold contract payments.

D. TOTAL FLOAT OWNERSHIP

Total Float belongs to the contract and shall not be considered as available for the exclusive use of or benefit of either the State or the Contractor. Total Float is the number of days an activity may be delayed without extending the completion of either the project or an interim milestone. Float is available on a first-come, first-served basis to all identified "Responsible" parties in the schedule.

E. FLOAT MANIPULATION NOT PERMITTED

The Schedule shall not sequester float through such strategies as calendar manipulation, resource/labor manipulation or the extension of activity durations to fill up available float time. The Initial Baseline CPM Construction Schedule shall not attribute negative float to any activity.

F. CHANGES TO THE SCHEDULE

The Initial Baseline CPM Construction Schedule shall accurately reflect the manner in which the Contractor intends to proceed with the project. Changes to the schedule (the addition or deletion of activities, logic changes, and duration changes) shall be submitted in writing to the Engineer for approval and inclusion in the next Monthly Progress Update. The approved or approved with comments Monthly Progress Update shall be considered the updated Baseline from which future progress is measured. The process of comparing the Schedule Update to Baseline (previous Update) shall be followed throughout the contract. Revision to any contract milestones, or contractually mandated schedule provisions will not be permitted without written authorization from the Engineer.

G. CRITICAL ACTIVITIES AND BASIS FOR TIME ADJUSTMENTS

The measure for Time Adjustments in the schedule shall be based on the criticality of the delay or advancement. Criticality is defined as the presence of the delayed or advanced activity on the projects Critical Path. The Critical Path is defined to be the longest continuous chain of activities through the schedule network that establishes the minimum overall duration in the absence of constraints in the program software.

H. CHANGES TO THE CONTRACT

In the event a notice of a change to the contract is received the Contractor shall notify the Engineer in writing within 10 (ten) calendar days of the effect of such change to the schedule. Change to the contract includes, but is not limited to, extra work, Orders on Contract's, suspensions, changed condition, Value Engineering Change Proposal, etc. The effect of the change to the contract on the projects Critical Path shall be stated. Any proposed revisions to the Schedule to incorporate the change to the contract shall be stated. No changes shall be made to the Schedule without the written approval of the Engineer. The approved changes shall be incorporated in the next Monthly Progress Update.

I. SCHEDULE ANALYSIS METHOD

Events, actions, and progress that cause delays or gains to the Project Schedule will be analyzed solely by the "Contemporaneous Period Analysis" method. The Contemporaneous Period Analysis evaluates delays or gains in the period in which it occurred. The analysis period for the purpose of this Specification shall be the period covered in each Monthly update to the schedule.

J. Failure to Submit Monthly Progress Update:

1. No progress payments shall be made until the progress schedule is accepted or accepted as noted by the Engineer. In the event the Progress Schedule Update is not accepted within 30 City Business Days following the Data Date for that submission, the City at its sole discretion shall exercise one of the following options until the schedule is accepted or accepted as noted by the Engineer.
  - a. Order the Contractor to stop all work.
  - b. Permit the Contractor to continue to progress the contract work, but suspend all progress payments due. No interest will be due to the Contractor on retention amounts.
  - c. Permit the Contractor to continue to progress the contract work, continue to pay progress payments due, but assess non-refundable Liquidated Damages in the amount of \$200 for each day the Contractor fails to gain acceptance by the Engineer of the Progress Schedule Update.
2. If the Contractor fails to submit an acceptable progress schedule conforming to the requirements of these special provisions as determined by the Engineer for any three consecutive estimated progress payment periods the Engineer shall withhold contract payments.
3. In the event the Contractor fails to submit an acceptable progress schedule within the required timeframes and/or fails to document any delay within the regular progress schedule update that such delay allegedly occurred, the City shall have no liability as part of any subsequent Contractor claim for time related dispute damages for any resulting during the time period following the date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident until such requirements are met.



**METHOD OF MEASUREMENT**

The Critical Path Method Scheduling System will be measured for payment on a Lump Sum Basis.

**BASIS OF PAYMENT**

The lump sum bid of the Critical Path Method Scheduling system shall include the cost of preparation and submission of the Initial Baseline Schedule, the preparation and submission of the monthly updates, software training and providing licensed copies of the Primavera P6 Planner/Scheduler software and complete Computer System.

Payment will be made on a Monthly Basis, distributed evenly over the length of the contract and contingent on the submission of acceptable monthly updates. The first monthly payment will not be made until the Initial Baseline Construction Schedule is accepted.

***Payment will be made under:***

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
NYC-637.355120 M	CPM SCHEDULING	LUMP SUM

**ITEM NYC-697.20000082 M - BRIDGE FLAG REPAIRS**

**DESCRIPTION**

This work shall consist of the repair of all flagged conditions (safety and structural) of the existing bridge as ordered by the engineer during the life of the contract. A flagged condition is defined to be deficient condition in the bridge identified during construction as requiring work to facilitate maintenance and protection of traffic, pedestrians and construction crew.

**MATERIALS AND METHOD OF CONSTRUCTION**

All materials and construction methods shall comply with the appropriate requirements of NYSDOT standard Specifications, Construction and Materials (US Customary) dated May 1, 2008, with current additions and modifications.

**BASIS OF PAYMENT**

The contract price for this item shall be fixed sum (FS) 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 figures will be discarded and the pre entered price and amount will be used to determine the total amount bid for this contract. This FS shall constitute an allowance against which the Contractor shall be paid in accordance with the following:

1. Necessary materials (including transportation);
2. Necessary direct labor including labor costs for all preliminary field trips and measurements which are required prior to actual start of work;
3. Additional insurance costs incurred by reason of the performance of this work, beyond what is deemed included and defrayed under the item for mobilization;
4. Payments required to be to labor organizations under existing labor agreements;
5. Sales and personal property taxes, if any, required to be paid on materials incorporated in such work;
6. Maintenance, operation and rental of contractor-owned necessary plant and equipment other than small tools (including gas, oil, coal, electric current, etc.) will be paid as prescribed below:
  - a. Reimbursement 75% of the monthly rates provided by the appropriate edition of "AED Green Book, Rental Rates and Specifications for Construction Equipment" ("Green Book") published by PRIMEDIA Information Inc., prorated daily for the number of days actually used (subject to the restriction of paragraph "c" below). Reasonable costs for move in and

move out may be allowed if the utilization period is one week or less.

b. Reimbursement for contract-owned standby equipment at 33-1/3% of the "Green Book" monthly rates, prorated daily. Reasonable costs for move in and move out may be allowed if the utilization period is one week or less.

c. For multiple shift utilizations, reimbursement shall be calculated as follows:

First shift - 0.75 of "Green Book" monthly rental rates

Second shift - 0.60 x first shift rate

Third shift - 0.40 x first shift rate

The maximum reimbursement for any twenty-four (24) hour period shall be calculated at twice (2x) the daily rate as calculated in paragraph "a" above, whichever is appropriate.

d. The aforementioned reimbursement schedules shall be applicable only to serviceable on-site function in accordance with the work requirements.

e. The cost of equipment characterized as "small tools" is deemed to be included in the contractor's overhead factor and shall not be eligible for separate reimbursement whether contractor-owned or leased separately. This type of equipment generally encompasses items that are ordinarily required for the performance of the worker's job function, and includes but is not limited to equipment which ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, sockets tools, etc.

f. If a particular piece of equipment is not listed in the "Green Book", the "Blue book" (Rental Rate Blue Book for Construction equipment by PRIMEDIA Information Inc.), rental rates may be substituted, subject to the restrictions of the above paragraphs, i.e. 75% of the stated rates, etc. (Blue Book operating costs are not allowed).

g. Reimbursement for contractor-owned equipment shall be limited to purchase price of a machine of equal or comparable capacity.

h. Fuel costs will be reimbursed based on actual costs. In the absence of auditable figures, the following formula shall be applied:

Fuel costs per operating hour = 0.035 x HP rating x  
Fuel cost/gal.

- i. Fuel cost for pickup trucks will be \$6.00 per shift per pickup truck.
  - j. In establishing rental payments for materials (e.g. scaffolding, plating or sheeting), consideration may be given to the actual or estimated life cycle of the material for use on other projects or rental rates may be established on the basis of purchases or salvage value whichever is less.
7. Necessary installation and subsequent dismantling and removal of such plant and equipment, if any;
  8. Ten (10) percent of the sum total of Items 1-7 inclusive as compensation for all other items of cost or expense including administration, overhead, superintendent, and small tools;
  9. Ten (10) percent of the sum total of Items 1-8 inclusive as compensation for profit, (except that no percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay).

Where such work is performed in the whole or in the part by other than the Contractor's own forces, the Contractor shall be paid, subject to audit by the Commissioner, only the actual and reasonable cost of such subcontracted work computed as outlines above, plus an additional allowance of five (5) percent to cover the Contractor's profit, superintendent, administration, insurance and other overhead.

The maximum allowable labor cost shall be restricted to the field position of foreman, who shall be actively engaged in the execution of the work. All labor costs for higher titled personnel engaged in the work, including general foreman or superintendent shall be considered as overhead. Labor cost shall include approved Supplemental Benefits as listed in the Schedule of Wage Rates for this contract, and Social Security Contributions by the Contractor.

Overhead costs shall include: permits, administrative, clerical and all other costs exclusive of labor, material, and equipment costs associated with the field of operations necessary to affect repairs.

**Payment will be made under:**

Item No.	Description	Pay Unit
NYC-697.20000082 M	BRIDGE FLAG REPAIRS	F.S.

**SECTION 831**  
**SPECIFICATION FOR PAINTING**

**PART 1.0 - GENERAL**

**1.01 SCOPE**

- A. The Special Provisions for the specific project, in conjunction with this Section, establish the project painting requirements. The Special Provisions identify the scope of work for the project, the items to be painted, extent of surface preparation required, the type of coatings to be applied, and unique project requirements. This Section provides the workmanship requirements for conducting the following surface preparation and painting activities:
  - 1. Cleaning and painting of new, bare steel and galvanized steel.
  - 2. Cleaning and painting of new, bare concrete, and previously painted concrete.
  - 3. Field cleaning and finish painting of shop-primed steel.
  - 4. Field partial removal of existing coatings and overcoating (steel, galvanized steel, and concrete substrates).
  - 5. Field total removal of existing coatings followed by repainting (steel, galvanized steel, and concrete substrates).
- B. In addition to the requirements of this Section, comply with the instructions provided on any Drawings included with the Contract Documents.
- C. Provide all materials, apparatus, and labor necessary to perform the specified scope of work, whether or not the material or apparatus is specifically identified in this Section.

**1.02 GENERAL**

- A. The Contractor is responsible for developing and implementing a project specific Quality Control Plan in accordance with the requirements of Appendix A that ensures the specified level of surface preparation and coating application as indicated on the drawings and in the contract documents.

- B. Conduct all surface preparation and painting operations in a workmanlike manner in accordance with industry standards.
- C. General painting contractor – attend a pre-job meeting with the Engineer, coatings manufacturer, REI consultant and any other appropriate parties.
- D. Shop painting contractor – notify the Engineer, REI consultant, and the Department’s inspection agency of the painting schedule and the intended materials to be used at least 20 days prior to performing any painting work. Note that “shop” is defined as an enclosed facility where surface preparation and painting are performed. A lay down area at the project site that is used for cleaning and painting is not a “shop” for the purpose of this specification.
- E. Coordinate all painting activities to assure that the prime, intermediate and finish coats of a given system are products of the same paint manufacturer. This includes both shop and field painted steel. Note that when this specification is used for the overcoating of existing paint systems, products produced by the manufacturer of the existing system need not be used unless warranty provisions dictate otherwise.
- F. In the event of a conflict between the manufacturer’s technical data and the requirements of this Section, advise the Engineer of the discrepancies in writing, and comply with the Engineer’s written resolution.
- G. When the Special Provisions specify that the existing coating being removed contains lead or other toxic metals, implement controls for the protection of workers, the public, and the environment, and for the handling and disposal of the waste. Comply with the requirements of NYCDOT Section 832, Specification for Lead Paint Removal – Worker/Environmental Protection and Waste Handling.
- H. This Section applies to both shop and field painting. “Site, jobsite, project” and similar terms all apply to the shop painting location(s) and/or the field painting location(s).

**1.03 SHOP AND FIELD PAINTING CONTRACTOR QUALIFICATIONS AND SUPERINTENDENCE**

- A. Unless otherwise specified in the Special Provisions, the painting Contractor or subcontractor that is directly performing the field cleaning and painting work shall possess SSPC-QP1 and QP2 certifications at the time of bid and throughout the duration of the project.
- B. Unless otherwise specified in the Special Provisions, or exempted by the Department, the shop painting Contractor or subcontractor that is directly performing the cleaning and painting work shall possess SSPC QP-3 or AISC SPE

certifications at the time of bid and throughout the duration of the project.

- C. The Contractor is responsible for supervising and directing the painting work efficiently using the best skills and attention.
- D. Keep an experienced, full time English-speaking superintendent acceptable to the NYCDOT on the project. The superintendent is the Contractor's representative and must have the authority to act on behalf of the Contractor. All communications given to the superintendent are binding upon the Contractor.
- E. Keep trained and experienced quality control person(s) on the project to conduct all of the tests and inspections required to verify and document the quality of all aspects of the Work. Unless otherwise specified in the Special Provisions, the quality control person(s) shall have a minimum qualification of NACE Coating Inspector Level 1 – Certified.

#### 1.04 REGULATORY COMPLIANCE

- A. Comply with the requirements of this Section and all applicable Federal, State, and City laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA) and Occupational Safety and Health Administration (OSHA), New York State Department of Environmental Conservation (DEC), New York State Department of Health (NYS DOH), New York State Department of Labor (NYS DOL), and the New York City Department of Environmental Protection (NYC DEP). Codes, Rules and Regulations of the State of New York (NYCRR) are administered by the NYS Department of Environmental Conservation, Albany, N.Y. EPA regulations are administered by the US Environmental Protection Agency, Region 2, N.Y., N.Y.
- B. Identification of the above items in this specification that are of specific interest to the NYCDOT in no way relieves the Contractor of the responsibility to comply with all applicable legal requirements. Moreover, compliance with Contract specifications does not relieve the Contractor of the obligation to comply with other applicable requirements. If a Federal, State, or City regulation is more restrictive than any of the requirements of this Section, the more restrictive requirements shall apply.

#### 1.05 REFERENCE STANDARDS

- A. **Latest Edition** – The latest edition of the following standards and regulations in effect at the time of Contract letting form a part of this Section. In the event of a conflict, comply with the most restrictive requirements. Maintain at the job site, a copy of all applicable reference standards.
- B. **American Society for Testing and Materials (ASTM)**

1. ASTM D1400, Standard Test Method for Non-Destructive Measurement of Dry Film Thickness of Non-Conductive Coatings Applied to a Non-ferrous Metal Base
2. ASTM D3359, Standard Test Methods for Measuring Adhesion by Tape Test
3. ASTM D4138, Standard Test Method for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
4. ASTM D4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
5. ASTM D4258, Standard Practice for Surface Cleaning Concrete for Coating
6. ASTM D4259, Standard Practice for Abrading Concrete
7. ASTM D4263, Standard Method for Indicating Moisture in Concrete by the Plastic Sheet Method
8. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
9. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
10. ASTM D4417, Standard Test Methods for field Measurement of Surface Profile of Blast Cleaned Steel
11. ASTM D4541, Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
12. ASTM D4752, Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub
13. ASTM D6132, Test Method for Non-Destructive Measurement of Dry Film Thickness of Applied Organic Coatings Over Concrete Using an Ultrasonic Gage
14. ASTM D6386, Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting



**C. Code of Federal Regulations (CFR)**

1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
2. 29 CFR 1910.20, Access to Employee Exposure and Medical Records
3. 29 CFR 1910.132, General Requirements for Personal Protective Equipment
4. 29 CFR 1910.133, Eye and Face Protection
5. 29 CFR 1910.134, Respiratory Protection
6. 29 CFR 1910.146, Permit-Required Confined Spaces
7. 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout)
8. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
9. 29 CFR 1926.16, Rules of Construction
10. 29 CFR 1926.20, General Safety and Health Provisions
11. 29 CFR 1926.21, Safety Training and Education
12. 29 CFR 1926.24, Fire Protection and Prevention
13. 29 CFR 1926.28, Personal Protective Equipment
14. 29 CFR 1926.32, Definition of Competent Person
15. 29 CFR 1926.51, Sanitation
16. 29 CFR 1926.52, Noise Exposure
17. 29 CFR 1926.57, Ventilation
18. 29 CFR 1926.59, Hazard Communication
19. 29 CFR 1926.65, Emergency Response Plan
20. 29 CFR 1926.101, Hearing Protection

21. 29 CFR 1926.104, Safety Belts, Lifelines, and Lanyards
22. 29 CFR 1926.150, Fire Protection
23. 29 CFR 1926.151, Fire Prevention
24. 29 CFR 1926.152, Flammable and Combustible Liquids
25. 29 CFR 1926.154, Temporary Heating Devices
26. 29 CFR 1926.200, Accident Prevention Signs and Tags
27. 29 CFR 1926.400, Electrical Safety
28. 29 CFR 1926.450 - 454, Scaffolding
29. 29 CFR 1926.500 - 503, Fall Protection

**D. The Society for Protective Coatings (SSPC)**

1. SSPC-SP 1, Solvent Cleaning
2. SSPC-SP 2, Hand Tool Cleaning
3. SSPC-SP 3, Power Tool Cleaning
4. SSPC-SP 5, White Metal Blast Cleaning
5. SSPC-SP 6, Commercial Blast Cleaning
6. SSPC-SP 7, Brush-Off Blast Cleaning
7. SSPC-SP 10, Near-White Metal Blast Cleaning
8. SSPC-SP 11, Power Tool Cleaning to Bare Metal
9. SSPC-SP 15, Commercial Grade Power Tool Cleaning
10. SSPC-SP 12, Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating
11. SSPC-AB 1, Mineral and Slag Abrasives

12. SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
13. SSPC-PA 2, Measurement of Dry Film Thickness with Magnetic Gages
14. SSPC-Guide 15, Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates
15. SSPC-Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
16. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
17. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
18. SSPC-VIS 4 Guide and Reference Photographs for Steel Surfaces Prepared by Water Jetting

**E. New York State DOT Specifications**

1. NYSDOT Safety Bulletin SB-94-4, Histoplasmosis
2. NYSDOT Section 107-05, Safety and Health Plan

**F. City of New York**

1. Administrative Code of the City of New York, Section 16, NYC Department of Sanitation Regulations
2. Title 24, Chapter 219, New York City Noise Control Code
3. Title 29, Chapters 100-109, Citywide Construction Noise Mitigation
4. Title 15, Chapter 14, Rules Concerning the Use of Ultra-Low Sulfur Fuel and Emissions Control Technology on City Motor Vehicles
5. Title 27, Chapter 19, Article 8, Scaffolds
6. Title 26, Subchapter 2, Article 6, Rigger's License

**G. Equipment and Coating Manufacturers' Published Instructions**

1.06 **SUBMITTALS** – See Appendix A.

## **PART 2.0 - PRODUCTS**

### **2.01 MATERIALS**

#### **A. Abrasives**

1. When abrasive blast cleaning is specified, provide abrasives that are dry and free of oil, grease, and corrosion producing, or other deleterious contaminants. Abrasives containing 1% or greater free silica are not permitted. MSDS or other written information from the abrasive supplier must be provided to demonstrate compliance with this requirement.
2. Provide abrasives that are sized to produce a sharp, angular, uniform anchor pattern profile height as required in the Paint System Table(s) for the specified systems). If the requirements of the coating manufacturer differ from the specified range, provide the recommendations in writing, and comply with the manufacturer's recommendations only upon written approval of the Engineer. Measure profile during pre-production field surface preparation tests per 3.09 A., and adjust the abrasive size/mix accordingly.
3. Unless specified otherwise in the Special Provisions, use either expendable or recyclable abrasives. Only bring new abrasive materials to the project. Note that in the case of recyclable abrasives, use steel grit. The sharpness and angularity of the surface profile created by steel shot is not acceptable. Identify the abrasive that will be used in the submittals.
4. Provide the abrasives to the jobsite in original packaging or in bulk, and store in a clean, dry environment.

#### **B. Coatings**

1. Provide the type and quantity of coating materials, thinners, and cleaning solvents needed to paint all surfaces that are identified in the Special Provisions. A listing of coating systems is found in the attached Paint System Tables. The specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT.
2. Equivalency can be established through completion of AASHTO NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by NTPEP-tested systems listed in the applicable Paint System Tables. The testing shall have been performed by an AASHTO-approved laboratory, with the results posted to the Structural Steel Coatings DataMine on the AASHTO website. If the proposed

system does not have NTPEP testing/field history, the proposed system shall:

- a) Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention,
  - b) Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1000 gallons minimum for each coat during the past year,
  - c) Have a minimum of two years successful field exposure on at least two bridge structures in a climate similar to New York City,
  - d) Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number and contact person of the bridge owner and Contractor who applied them, and
  - e) Be certified by the manufacturer in writing that the coating will perform comparably to the identified materials when applied in accordance with the requirements of this specification.
3. Use coatings that are compliant with Federal and State and City VOC regulations at the time of application. This includes the use of any required thinners.
  4. Do not apply coatings until the coating manufacturer's QA/QC programs have been submitted and reviewed by the Engineer.
  5. Provide a written certification from the manufacturer with each batch of material supplied to the jobsite, stating that the batch represents the same material as on the approved list, together with the compositional test results identified in Appendix A (A.03). Supply quart retention samples with each batch of material for possible testing by the Engineer. In the case of multi-component products, supply a quart sample of each component.
  6. Use the same manufacturer for all coats of a given system on a structure. Unless approved by the Engineer in writing, only use thinners that are supplied by the same manufacturer.
  7. Provide each coat of paint (including stripe coats) in a contrasting color to distinguish it from the blast cleaned substrate and previously applied or existing coatings. Each coat must completely hide the underlying coat.

8. Stripe coat(s) must be of contrasting color to the underlying coating and the coating that is applied over the stripe coat. Wet-on-wet stripe coats are not permitted.
9. The finish color(s) are identified in the Special Provisions. With the submittals, provide six (6) color samples of the finish coat(s) on 8 ½ inch x 11 inch paper board.
10. Order all paint, thinner, and cleaning materials well in advance of intended use. Maintain an adequate supply of all materials on site at all times so as to not delay the Work.

Provide all paint materials in sealed, original, containers that are properly marked and labeled to allow verification with applicable material safety data sheets, application precautions, and instructions. Verify that the labeling includes the manufacturer's name, type of material, brand name, color designation, shelf life, contract or order number under which the material has been ordered, lot and batch numbers, and quantity. Immediately remove all damaged paint containers (e.g., dented, leaking containers) from the project site.

11. If the project material does not meet the product specification, at no cost to the NYCDOT, remove the coating from the jobsite and remove and replace any material from the same batch that has already been applied.
12. The Engineer reserves the right to audit the coating manufacturing facility according to the requirements of ANSI/ASQ C1-1996, Specification of General Requirements for a Quality Program. Issues identified by the audit that are not resolved to the satisfaction of the Engineer are cause for removing the coating manufacturer from the project.

- C. **Caulking** - Provide and use material that is approved by the coating manufacturer and the Engineer. Caulking shall be tinted by the manufacturer so that the supplied material matches the finish coating color of the project.

## 2.02 FIELD PAINTING CONTAINMENT MATERIALS AND SCAFFOLDING

- A. When removing paints that contain lead or other toxic metals, comply with the containment requirements of NYCDOT Section 832, Specification for Lead Paint Removal – Worker/Environmental Protection and Waste Handling.
- B. Supply all materials needed to safely access the steel and to contain paint removal and paint application debris in accordance with the requirements of this Specification and Construction Details. This may include, but is not limited to, ground covers, rigging, scaffolding, planking, containment materials, water

booms, boats with skimmers, and all other containment materials that may be needed.

- C. Use a portable light meter with a scale of 9 to 50+ foot-candles to verify compliance with the lighting requirements of this specification.
- D. Materials shall be fire retardant.
- E. Do not use any materials until they have been accepted by the Engineer.

## 2.03 EQUIPMENT

### A. Surface Preparation and Painting Equipment

1. Provide all brushes, discs, wheels, scrapers, descenders, blast cleaning, and other surface preparation equipment, including vacuum-shrouded tools as needed, to conduct the work as specified in this Section and the Special Provisions.
2. Provide equipment and materials that are clean and sized properly to accomplish the work, including the required surface profile and degree of cleanliness as required by this Section.
3. Note that each type of equipment must first be demonstrated on site to the satisfaction of the Engineer, and the Engineer must approve the use of the equipment before beginning work. The Engineer also has the authority to rescind the approval of any single piece of equipment if it is found to be not performing properly. Immediately remove rejected equipment from the job site.
4. Provide paint brushes, rollers, and spray equipment to conduct the work as specified in this Section and the Special Provisions.
5. Properly maintain all field equipment to comply with the New York City Noise Control Code and Citywide Construction Noise Mitigation.
6. Use low sulfur fuels (less than 15ppm sulfur content) for all non-road combustion engines that are 50 HP or greater (e.g., generators, dust collection equipment, etc.) in accordance with Title 15, Chapter 14 Rules.

### B. Personal Protective Equipment

1. At each site, provide all personal protective clothing and equipment (PPE) needed for Contractor workers to assure that the workers are protected from hazards during all phases of the work. Provide all necessary PPE for

NYCDOT employees and NYCDOT Agents (REI Consultants), including proper cleaning and disposal.

2. Repair or replace PPE as required to assure that it continues to provide its intended purpose.

**C. Inspection Equipment**

1. Maintain on site, all of the inspection and testing equipment needed by the Contractor for the quality control of the entire surface preparation and painting process.
2. Make the following available for use by NYCDOT Employees and Agents involved with the inspection of the surface preparation and coating work. The equipment is the property of the Contractor and will be returned upon completion of the project.
  - a) SSPC Volume 1, "Good Painting Practice" and Volume 2, "Systems and Specifications" (1 copy)
  - b) Sling psychrometer (2 per active site)
  - c) Surface temperature thermometer, 0 to 250°F (2 per active site)
  - d) US Weather Bureau Tables or psychrometric chart (2 per active site)
  - e) SSPC Vis 1 for abrasive blast cleaning projects (2 copies per active site)
  - f) SSPC Vis 3 for hand or power-tool cleaning projects (2 copies per active site)
  - g) SSPC Vis 4 for water jetting projects (2 copies per active site)
  - h) Keane-Tator Surface Profile Comparator with appropriate disc for abrasive blast cleaning projects (2 per active site)
  - i) Testex Press-O-Film Replica Tape and spring micrometer for abrasive blast cleaning projects (2 rolls of the appropriate range and 1 micrometer per active site)
  - j) Chloride test kits (Chlor-Test or Bresle)



- k) Wet film thickness gage, notch type of the appropriate range (2 per active site)
- l) Electronic dry film thickness gage with calibration standards (2 per active site)
- m) Tooke Gage (1 per active site)
- n) Portable light meter with a scale of 9 to 50+ foot-candles (1 per active field site)
- o) Unless stipulated otherwise in the Special Provisions, provide two-way radios with telephone capability at each active field site (one for each inspector and one each for NYCDOT designated senior personnel).

## 2.04 WASTE CONTAINERS

### A. Hazardous Waste

- 1. Provide DOT-approved drums, tanks, roll-offs, or other containers of the appropriate size and type in accordance with 49 CFR 178 (e.g., 17H containers in the case of 55 gallon drums) that are suitable for any hazardous waste (liquid and solid) generated on the project. Use containers that are resistant to rust and corrosion (painted, if constructed of steel), that have tight fitting lids or covers, and which are water resistant and leak proof.
- 2. Assure that the dry volume capacity of the containers, in cubic yards, is clearly marked on all containers, and that they are labeled as required by applicable Federal, State and City regulatory requirements.

### B. Construction Waste - Provide containers for non-hazardous construction waste. Use containers that are free of loose debris when brought on-site.

### C. Spent Solvents - Provide appropriate containers for spent solvents. Spent solvents shall be managed as hazardous waste unless laboratory analysis indicates otherwise. Containers shall be corrosion resistant and non-reactive to the solvents. Review solvent MSDS to ensure compatibility with container materials. Containers shall be labeled in accordance with all applicable federal, state, and City regulations.

**PART 3.0 - EXECUTION**

**3.01 SAFETY**

- A. Conduct all Work in strict accordance with the relevant OSHA 29 CFR 1910 and 29 CFR 1926 regulations, and the safety and protection requirements stipulated by the equipment and material manufacturers. Develop, implement, and maintain a Safety and Health Plan as required under NYSDOT Section 107-05, including all associated Special Notes (e.g., Fall Protection Requirements).
- B. Lockout/Tagout of Existing Electrical Systems
  - 1. Develop, implement, and maintain a Lockout/Tagout plan.
  - 2. De-energize and lockout/tagout existing electrical systems located inside containment enclosures and in other work areas as appropriate.
  - 3. Perform all lockout/tagout in accordance with 29 CFR 1910.147 and 1910.333.
  - 4. Coordinate all lockout/tagout activities with NYCDOT and the utilities.
- C. Fire Protection and Prevention, and Emergency Response
  - 1. Develop, implement, and maintain a site-specific Fire Protection and Prevention Plan meeting at a minimum the requirements of 1926.24 and 1926.150.
  - 2. Control all sources of ignition throughout the period of construction and comply at a minimum with the requirements of 1926.151.
  - 3. Store and handle all flammable and combustible in a safe manner and in compliance with the requirements of 1926.152 at a minimum.
  - 4. Develop, implement and maintain a site-specific Emergency Response Plan in accordance with the requirements of 1926.65(q) at a minimum.
- D. Electrical Safety
  - 1. Develop, implement and maintain a written site-specific Electrical Safety plan ensuring control of electrical hazards due to installations, safety-related work practices, maintenance and environmental considerations, and/or use of special equipment as outlined in 1926.400 and 1926.403.

2. Implement all applicable provisions of 1926 Subpart K as necessary based upon the hazards present on the jobsite.
- E. Smoking is strictly prohibited in or around any areas where flammable materials are stored or used.
- F. Field painting contractors shall take special precautions when working in areas where pigeons have nested. Develop and implement a worker protection plan for the inspection and removal of pigeon droppings in accordance with NYSDOT Safety Bulletin SB-94-4 (copy attached as Appendix B). At a minimum, use gloves, whole body protective clothing and a dust respirator while inspecting or removing the debris, followed by thorough washing of hands, face, and forearms before eating, drinking, or smoking.
- G. Comply with all OSHA confined space requirements when working in confined spaces.
- H. When removing or disturbing paints containing lead or other toxic metals, comply with the additional specialized measures identified in NYCDOT Section 832, Specification for Lead Paint Removal – Worker/Environmental Protection and Waste Handling.

### 3.02 **CONTAINMENT, PROTECTION OF SURFACES, AND RESTITUTION**

- A. Contain the surface preparation and painting operations to avoid contamination of surrounding property. Use extreme diligence to assure that vehicles, equipment, hardware, fixtures, and other materials are protected against abrasive impact, paint spillage, overspray, falling objects, and other damage. Make full restitution for damages caused at no additional cost to the NYCDOT.
- B. Requirements for containment when removing paints which contain lead or other toxic metals are found in NYCDOT Section 832, Specification for Lead Paint Removal – Worker/Environmental Protection and Waste Handling.
- C. Use protective coverings, shields, or masking as necessary to protect surfaces that are not designated to receive surface preparation or coating, including, but not limited to, name plates, electrical equipment, bridge substructure, highway appurtenances, and slope protection.
- D. Provide appropriate masking during shop and field painting to prevent the application of the intermediate and finish coats to faying surfaces and to surfaces that will be in contact with poured concrete. Remove all intermediate and finish coat applied to these areas at no cost to the NYCDOT.

- E. Special containment restrictions may be invoked when pressure washing bridges that span a public water supply or span sensitive streams (e.g., trout streams). These restrictions are presented under 3.09 K. 2) b., "Pressure Washing."
- F. Maintain all protective coverings during the entire period the work is being performed. Remove protective coverings after the work is completed. Remove the containment after it is cleaned to the satisfaction of the Engineer.

### 3.03 SCAFFOLDING

- A. Erect, maintain, and inspect all scaffolding and staging required for the work in strict accordance with all OSHA regulations and applicable local laws and regulations.
- B. Verify that suspended platforms and related components are designed and constructed to support at least 4 times its maximum intended load without failure, with wire cables capable of supporting at least 6 times their maximum intended load without failure.
- C. If the bridge supports the containment or scaffolding system, provide containment drawings, calculations, and assumptions, including ventilation criteria as appropriate, signed and sealed by a Professional Engineer. Do not conduct any work until the drawings, calculations, scaffolding and containment submittals have been reviewed and accepted by the Engineer. Do not load the scaffolding until the installation is certified in writing by the Designer or by a designee working under the direction of the Designer.
- D. Exercise extreme care in fastening, bracing, and handling the scaffolding and staging to avoid scratching or damaging bridge surfaces and surrounding property and equipment. Remove all scaffolding and staging materials upon project completion. Repair any damage created to the paint, structure, or surrounding property at no cost to the NYCDOT.

### 3.04 SENSITIVE NATURAL RESOURCES

- A. Sensitive natural resource areas may be located around the project. A sensitive natural resource includes any area capable of providing habitat for plant and animal species or capable of functioning to support environmental systems and maintain the City's environmental balance, such as bays, inlets, and wetlands. These areas also include all federal and state parkland, wetlands, tidal zones or other regulated natural areas.
- B. If the project is located in a sensitive natural resource area, develop a site-specific habitat protection plan addressing the steps that will be taken to protect these ecologically sensitive areas from damage.

### 3.05 ENDANGERED AND PROTECTED SPECIES

- A. Peregrine falcons (endangered), barn owls or red-tailed hawks (protected by Federal law) may be nesting on the bridge. Note that although these species may not be present on the bridge at the beginning of the project, they could show up at any time. If present, advise the Engineer and develop a site-specific plan for acceptance by the Engineer, for the sequencing of paint removal operations to avoid disturbing nesting pairs.
- B. Federal and State law permits peregrine falcon nests to be moved if the young have already fledged. Before moving any unoccupied nests, advise the Engineer and obtain a Federal USF&WS permit and a NYSDEC depredation permit.
- C. Barn owl and red-tailed hawk nests are generally occupied from the beginning of April until the end of July, with eggs laid in April. Peregrine falcon nests are generally occupied from March to July.

### 3.06 NOISE

- A. Comply with the New York City Noise Control Code and Citywide Construction Noise Mitigation requirements.
- B. Develop and post on site a Construction Noise Mitigation Plan that defines the steps taken to comply with the standard. Address noise mitigation measures in the plan, including but not limited to:
  - 1. the use of noise reduction devices on equipment
  - 2. installation of noise barriers around blast cleaning operations or lining the containment with noise resistant material meeting sound transmission class (STC) 30 or greater per ASTM E90
  - 3. control of after hours noise to 8 DbA maximum
  - 4. noise mitigation training.
- C. If construction activities will be performed outside of normal hours of operation (7AM to 6PM on weekdays), obtain special permits authorizing this activity. Provide a copy of the permit to the Engineer prior to commencing any operations outside of normal hours.

### **3.07 TECHNICAL REPRESENTATION BY MATERIAL MANUFACTURER**

- A. Arrange for a technical representative of the paint manufacturer(s) to inspect the shop and field Work to verify that the surface preparation and coating application are being performed as specified. Note that the purpose of the manufacturer(s) visits is to confirm that the work is satisfactory for the coating system, and not to recommend a reduction in the level of effort that has been specified.
- B. Unless directed otherwise in the Special Provisions, arrange for manufacturer's inspections at project start up, approximately half-way through the project, and upon completion of the Work. Provide the Engineer with a two (2) day advance notice prior to each manufacturer field visit.
- C. Have the manufacturer(s) summarize the results of the inspection in writing, together with recommendations. Provide the report to the Engineer within 1 week after each visit.

### **3.08 LIMITED ACCESS AREAS – FOR CLEANING AND PAINTING**

- A. Limited Access is defined as a location where the physical characteristics or configuration of the structure restrict the use of a surface preparation or paint application tool at that location.
- B. A location is not considered Limited Access if additional time will allow for the proper cleaning or painting of the area, or if commercially available tools are available to clean or paint the area (e.g., angle nozzles, or short nozzles in place of traditional long nozzles for blast cleaning).
- C. If location(s) are believed to be Limited Access, submit a list of the locations to the Engineer. Include photographs, the measured size and a detailed description of each limited access area, together with an explanation as to why alternative tools can not be used. The determination of limited access areas and the degree of surface preparation and painting required in these areas is left to the sole discretion of the Engineer.

### **3.09 SURFACE PREPARATION**

#### **A. Pre-Production Field Surface Preparation Test Section**

- 1. Prior to proceeding with field production surface preparation operations, prepare test sections for each of the types of equipment proposed for use, and for each of the specified degrees of cleaning (e.g., SP 10, SP 11, SP 3, etc.). Select each demonstration site with the approval of the Engineer to represent the unique bridge configurations to be cleaned and the type of

material to be removed. Use each of the surface preparation methods and degrees of cleaning in each test area as appropriate. Unless the amount of available steel in the test area does not permit, prepare a minimum of 4 square feet for each method/degree of cleaning.

2. Prepare the surfaces in accordance with the requirements of the Special Provisions, this Section, and the approved Surface Preparation/Painting Plan provided under "Submittals." Use the same equipment, materials, and procedures for the test section(s) that will be used for the production operations.
3. Provide safe access for close visual inspection and testing. SSPC-VIS 1, VIS 3, and VIS 4 photographic standards as applicable, may be used as an aid in defining the final surface appearance.
4. Do not use the equipment or proceed with production surface preparation activities until the Engineer agrees that the test section(s) conform with the cleanliness requirements of this Section. As directed by the Engineer, once the production work begins, remove and replace the equipment that is not performing properly.
5. Photograph the test areas and coat them with a clear urethane to preserve the level of cleaning for future reference. Use the approved test sections together with the written surface preparation specifications as the standard of cleaning for the project. In the case of conflict between the written definitions and the test sections, the written definitions prevail.

**B. Removal of Existing Debris** - Remove and properly dispose of accumulated cinders, dirt, and debris from all areas to be prepared and painted prior to undertaking surface cleaning or surface preparation operations. Note that the removal of pigeon droppings requires special considerations as outlined earlier in this Section.

**C. Weld Spatter, Sharp Edges, and Holes**

1. Remove slag, flux deposits, and weld spatter from all steel in the shop and newly installed steel in the field. Grind any resulting burrs smooth, including burrs around holes. For previously painted steel in the field, advise the Engineer if slag or weld spatter are present.
2. Prior to surface preparation in the shop, break the edges of all steel with the exception of rolled edges of angles, channels, and wide flange beams. Prior to surface preparation in the field, break the edges of new, previously unpainted steel, with the exception of rolled edges of angles, channels, and

wide flange beams. Break the edges in the shop or field to an approximate 1/16" radius.

3. Remove the surface of flame hardened steel to the extent necessary to achieve the specified profile during subsequent blast cleaning or power tool cleaning.
4. If slivers are observed in the steel either before or after blast cleaning, remediate as follows:
  - a) For previously painted steel, remove the slivers by grinding and re-profile the ground area prior to painting.
  - b) For new steel in the shop or field, grind the area and advise the Engineer that slivers are present. The Engineer will either allow re-profiling to proceed, or will require weld repair of the area. When welding is required, grind the weld repair areas flush with the surface and re-profile.
  - c) Unless prohibited by the Engineer, power tool cleaning in accordance with SSPC-SP11 can be used to re-profile the ground areas, rather than abrasive blast cleaning.

**D. Removal of Rust Scale and Pack Rust**

1. Regardless of the degree of surface preparation specified, remove rust scale and pack rust as follows:
  - a) Remove all rust scale (loose and tight).
  - b) Remove all loose pack rust.
  - c) Unless specific criteria are provided in the Special Provisions, remove all tight pack rust until the highest point is a minimum of 1/8" below the surface of the surrounding sound steel.
2. Exercise extreme care to avoid nicking or gouging the steel during rust scale and pack rust removal. Nicks and gouges are cause for a suspension of activities until appropriate adjustments are made to prevent a reoccurrence.

**E. Steel Defects**

1. Immediately report to the Engineer any cracks or significant metal loss found in the structural steel.



2. Provide the Engineer with access to the suspect areas as needed to conduct an investigation.

**F. Compressed Air Cleanliness**

1. Provide compressed air that is free from moisture and oil contamination.
2. Conduct a white blotter test in accordance with ASTM D4285 to verify the cleanliness of the compressed air. Conduct the test at least once per shift for each compressor system. Sufficient freedom from oil and moisture is confirmed if soiling or discoloration are not visible on the paper.
3. If air contamination is evidenced, change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air.

**G. Surface Cleaning Requirements – New and Previously Painted Steel**

**Substrates** – The Special Provisions and attached Paint System Tables identify the degree of cleaning required for the coating systems used on the project. The methods below are applicable to the preparation of both new previously unpainted steel and for the spot removal or complete removal of coatings from previously painted steel. Apply the specified degree of cleaning to all designated surfaces. When the existing coating is being overcoated, conduct spot cleaning by the methods identified in this section and overall cleaning of the existing coating by the methods identified in 3.09 K.

If it is believed that the specified degree of cleaning is not possible in an area, follow the requirements outlined in 3.08, Limited Access Areas. Requirements for the specified degree(s) of cleaning are provided below:

1. SSPC-SP 1 Solvent Cleaning
  - a) Remove all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from the surface in accordance with SSPC-SP 1.
  - b) Only use solvents or detergents that are acceptable to the coating manufacturer and the Engineer. Provide product data and MSD sheets on proposed solvents or detergents for Engineer approval.
2. SSPC-SP 2 Hand Tool Cleaning
  - a) Use scrapers, putty knives, wire brushes, chipping hammers and other similar tools to thoroughly clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1

and SP 2 to remove all visible oil, grease, dirt, dust, loose mill scale, loose rust, loose paint, and other loose foreign matter.

- b) All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the hand tools.
- c) Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.
- d) SSPC-VIS 3 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.

3. SSPC-SP 3 Power Tool Cleaning

- a) Use power assisted hand tools such as sanding discs or 3M clean and strip discs, wire brushes, needle guns, or similar tools to thoroughly clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1 and SP 3 to remove all visible oil, grease, dirt, dust, loose mill scale, loose rust, loose paint, and other loose foreign matter.
- b) All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools.
- c) Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.
- d) SSPC-VIS 3 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.

4. SSPC-SP 15 Commercial Grade Power Tool Cleaning

- a) Use power assisted hand tools such as needle guns, Roto peening equipment, or similar tools to thoroughly clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1 and SP 15 to remove all visible oil, grease, dirt,

dust, mill scale, rust, paint, oxide, corrosion products, and other foreign matter except for staining.

- b) Allow random staining to remain on no more than 33 percent of each 58 sq cm (9 sq in.) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.
  - c) Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted.
  - d) Provide a minimum surface profile of 1 mil on all prepared surfaces. Comply with deeper profile requirements if specified by the Engineer or the coating manufacturer.
  - e) SSPC-VIS 3 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.
5. SSPC-SP 11 Power Tool Cleaning to Bare Metal
- a) Use power assisted hand tools such as needle guns, Roto peening equipment, or similar tools to thoroughly clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1 and SP 11 to remove all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted.
  - b) Provide a minimum surface profile of 1 mil on all prepared surfaces. Comply with deeper profile requirements if specified by the Engineer or the coating manufacturer.
  - c) SSPC-VIS 3 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.
6. SSPC-SP 6 Commercial Blast Cleaning

- a) Thoroughly blast clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1 and SP 6 to remove all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.
  - b) Allow staining to remain on no more than 33 percent of each nine square inch increment of surface area. Acceptable staining is limited to light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.
  - c) The Contractor should anticipate that the existing steel contains intact mill scale beneath the coating. Note that an SP 6 cleanliness requires the removal of all mill scale. When removing intact mill scale, the appearance after cleaning may approach SP 10, Near White, or SP 5, White Metal. NYCDOT is not responsible for additional compensation for the Near White or White Metal appearance that may result when removing the mill scale.
  - d) Unless restricted otherwise by the Engineer or the Special Provisions, accomplish the SP 6 degree of cleaning using any of the following: dry blast cleaning with recyclable or expendable abrasives, wet abrasive blast cleaning, water jetting with abrasive injection, or vacuum blast cleaning. If it is proposed that wet methods of preparation be used, provide a letter from the coating manufacturer which approves the use of the specific method for their coating system. Include written recommendations from the coating manufacturer regarding the type of inhibitor, if any, that should be used to prevent flash rusting of the steel. Allow the surface to thoroughly dry prior to painting, and apply the primer before any visible rusting occurs.
  - e) SSPC-VIS 1 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.
7. SSPC-SP 7 Brush-off Blast Cleaning
- a) Thoroughly blast clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1 and SP 7

to remove all visible oil, grease, dirt, dust, loose paint, loose rust, loose mill scale, and other foreign matter. Verify that the surfaces have been exposed to the abrasive and that the surfaces are densely and uniformly roughened.

- b) It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent after cleaning, if they cannot be removed by lifting with a dull putty knife. Verify that the edges of old, existing paint are feathered.
- c) Unless restricted otherwise by the Engineer or the Special Provisions, accomplish the SP 7 degree of cleaning using any of the following: dry blast cleaning with recyclable or expendable abrasives, wet abrasive blast cleaning, water jetting with abrasive injection, or vacuum blast cleaning. If it is proposed that wet methods of preparation be used, provide a letter from the coating manufacturer which approves the use of the specific method for their coating system. Include written recommendations from the coating manufacturer regarding the type of inhibitor, if any, that should be used to prevent flash rusting of the steel. Allow the surface to thoroughly dry prior to painting, and apply the primer before any visible rusting occurs.
- d) SSPC-VIS 1 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.

8. SSPC-SP 10 Near-White Blast Cleaning

- a) Thoroughly blast clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1 and SP 10 to remove all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.
- b) Allow staining to remain on no more than 5 percent of each nine square inch increment of surface area. Acceptable staining is limited to light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

- c) Unless restricted otherwise by the Engineer or the Special Provisions, accomplish the SP 10 degree of cleaning using any of the following: dry blast cleaning with recyclable or expendable abrasives, wet abrasive blast cleaning, water jetting with abrasive injection, or vacuum blast cleaning. If it is proposed that wet methods of preparation be used, provide a letter from the coating manufacturer which approves the use of the specific method for their coating system. Include written recommendations from the coating manufacturer regarding the type of inhibitor, if any, that should be used to prevent flash rusting of the steel. Allow the surface to thoroughly dry prior to painting, and apply the primer before any visible rusting occurs.
  - d) SSPC-VIS 1 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.
9. SSPC-SP 5 White Metal Blast Cleaning
- a) Thoroughly blast clean all surfaces specified in the Special Provisions. Comply with the requirements of SSPC-SP 1 and SP 5 to remove all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter.
  - b) Unless restricted otherwise by the Engineer or the Special Provisions, accomplish the SP 5 degree of cleaning using any of the following: dry blast cleaning with recyclable or expendable abrasives, wet abrasive blast cleaning, water jetting with abrasive injection, or vacuum blast cleaning. If it is proposed that wet methods of preparation be used, provide a letter from the coating manufacturer which approves the use of the specific method for their coating system. Include written recommendations from the coating manufacturer regarding the type of inhibitor, if any, that should be used to prevent flash rusting of the steel. Allow the surface to thoroughly dry prior to painting, and apply the primer before any visible rusting occurs.
  - c) SSPC-VIS 1 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.

H. **Water Washing/Scrubbing of Cables** – The Special Provisions and attached Paint System Tables identify the degree of cleaning required for the coating systems used on the project. The methods below are applicable to the preparation of cables. Apply the specified degree of cleaning to all designated surfaces. If it is believed that the specified degree of cleaning is not possible in an area, follow the requirements outlined in 3.08, Limited Access.

1. Use low pressure water (<150psi) and stiff bristled non-metallic scrub brushes to hand clean the exterior of the cables. Provide product data and MSD sheets for Engineer review and approval for any proposed additives that will be used to remove grease, dirt, mildew or other surface matter.
2. Provide a surface, which when viewed without magnification, is free of all visible dirt, chlorides, oil, grease, mildew, chalk, bird droppings, or other foreign matter. Wipe a cloth of contrasting color across the surface at random. Unless otherwise directed by the Engineer, clean the surface until an ASTM D4214 chalk rating of 8 or better is obtained.
3. Comply with the water collection criteria described in 3.09 K.2. under Pressure Washing.

I. **Surface Cleaning Requirements – Bare and Painted Galvanized Surfaces Other Than Cables** – The Special Provisions and attached Paint System Tables identify the degree of cleaning required for the coating systems used on the project. The methods below are applicable to the preparation of both new previously unpainted galvanize and for the spot removal or complete removal of coatings from previously painted galvanize. Apply the specified degree of cleaning to all designated surfaces. If it is believed that the specified degree of cleaning is not possible in an area, follow the requirements outlined in 3.08, Limited Access Areas.

1. **Preparation for Overcoating** - When the existing coating is being overcoated, conduct spot cleaning by the methods identified in this section and overall cleaning of the existing coating by the methods identified in 3.09 K.
2. **Preparation for Complete Cleaning or Complete Coating Removal** - If bare galvanizing is being prepared, or if existing coating on galvanized steel is to be completely removed, use waterjetting/pressure washing, abrasive blast cleaning, or power tool cleaning. Requirements for the specified degree(s) of cleaning are provided below:
  - a) Remove lubricant or residuals from bare galvanized surfaces by solvent cleaning in accordance with SSPC-SP 1.

b) For waterjetting or pressure washing:

- (1) Clean bare uncoated galvanized steel to a WJ-1 cleanliness in accordance with SSPC-SP12 to remove corrosion and foreign matter.
- (2) If the galvanized steel is coated, and coating removal is specified, remove all coatings, corrosion, and foreign matter. Supplement the waterjetting or pressure washing with scraping and power tool cleaning as necessary to remove all material and corrosion.
- (3) When using waterjetting or pressure washing, also comply with the requirements of 3.09 K.2.b) (3) for the collection of the water.
- (4) After waterjetting or pressure washing, roughen the surface of the galvanizing as required to assure adhesion of the newly applied coating. Roughening can be accomplished by injecting abrasive into the water stream, follow up abrasive blast cleaning, or power tool cleaning.
- (5) As an alternative to mechanical roughening, if approved by the Engineer and the coating manufacturer, a chemical pretreatment can be used.

c) For abrasive blast cleaning:

- (1) Prepare bare uncoated galvanized steel by sweep blasting to remove corrosion and other foreign matter.
- (2) If the galvanized steel is coated, and coating removal is required, remove all coatings, corrosion, and foreign matter by blast cleaning.
- (3) In the case of both bare and previously painted galvanized steel, provide a uniform and dense anchor pattern across the entire surface, and exercise extreme care to minimize the amount of galvanizing that is removed.

d) For power tool cleaning:

- (1) Prepare bare uncoated galvanized steel with power tools to remove corrosion and other foreign matter. If the galvanize is coated, and coating removal is required, remove all



coatings, corrosion, and foreign matter by power tool cleaning.

- (2) In the case of both bare and previously painted galvanized steel, roughen the entire exposed surface with power tools, but exercise extreme care to minimize the amount of galvanizing that is removed.
  - (3) As an alternative to mechanical roughening, if approved by the Engineer and the coating manufacturer, a chemical pretreatment can be used.
- e) Chromate Treatment – for new galvanizing, prior to painting confirm that a chromate treatment is not on the surface. Test methods for detection are included in the Paint System Tables. If chromates are present, remove it by mechanical cleaning.

J. **Surface Cleaning Requirements – New and Previously Painted Concrete Substrates** – The Special Provisions and attached Paint System Tables identify the degree of cleaning required for the coating systems used on the project. The methods below are applicable to the preparation of both new previously unpainted concrete and for the spot removal or complete removal of coatings from previously painted concrete. Apply the specified degree of cleaning to all designated surfaces.

When the existing coating is being overcoated, conduct spot cleaning by the methods identified in this section and overall cleaning of the existing coating by the methods identified in 3.09 K.

If it is believed that the specified degree of cleaning is not possible in an area, follow the requirements outlined in 3.08, Limited Access. Requirements for the specified degree(s) of cleaning are provided below:

1. Remove grease, oil, and similar interference material from bare concrete surfaces by water cleaning, detergent water cleaning, or steam cleaning in accordance with ASTM D4258.
2. Remove laitance, efflorescence, loose concrete, concrete fins, and other surface irregularities. When coatings are present, remove the coatings to the extent specified (loose coatings only or total removal of all coatings). Conduct the cleaning by mechanical abrading (power tool cleaning), water blast cleaning, or abrasive blast cleaning in accordance with ASTM D4259.

3. Remove loose material by broom cleaning, low pressure compressed air blow down, and/or vacuuming in accordance with ASTM D4258.
4. Upon completion of cleaning, verify that the surface is dry and free of loose dust and debris prior to painting.

K. **Cleaning and Pressure Washing Existing Coatings for Overcoating –**  
Regardless of substrate type, if the existing coatings will be overcoated, comply with the following. Apply the specified degree of cleaning to all designated surfaces.

If it is believed that the specified degree of cleaning is not possible in an area, follow the requirements outlined in 3.08, Limited Access. Requirements for the specified degree(s) of cleaning are provided below:

1. Spot Cleaning – spot clean loose, deteriorated coatings, corrosion, mill scale, galvanize, and concrete by the methods identified for the respective substrate type in 3.09 G (steel), 3.09 I (galvanize), or 3.09 J (concrete).
2. Overall Cleaning
  - a) SSPC-SP 1 Solvent Cleaning
    - (1) Remove all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from the surface in accordance with SSPC-SP 1.
    - (2) Only use solvents or detergents that are acceptable to the coating manufacturer and the Engineer. Provide product data and MSD sheets on proposed solvents or detergents for Engineer approval.
  - b) Pressure Washing
    - (1) Use Low Pressure Water Cleaning (LP WC) as defined in SSPC-SP 12 to thoroughly clean all designated surfaces. This involves the use of pressures less than 5,000 psi. Use steam cleaning in lieu of water washing only upon approval of the Engineer. Provide product data and MSD sheets for Engineer review and approval for any proposed additives that will be used to remove grease, dirt, mildew or other surface matter.
    - (2) Supplement the water or steam cleaning by wiping or scrubbing as needed to provide a surface, which when

viewed without magnification, is free of all visible dirt, chlorides, oil, grease, mildew, chalk, bird droppings, or other foreign matter. Wipe a cloth of contrasting color across the surface at random. Unless otherwise directed by the Engineer, clean the surface until an ASTM D4214 chalk rating of 8 or better is obtained.

(3) Wash Water Collection

- (a) Collection Required – collect the water if specified in the Special Provisions, or if the structure being cleaned spans a public water supply or is in the watershed area of the New York City water supply. Use a minimum class 3W containment per SSPC Guide 6 to divert, collect, and/or dispose of the water on the adjoining land mass, at a location away from the waters edge. Do not allow the spent water to enter the water supply.
- (b) Sensitive Streams - Spent water free of paint chips and debris is allowed to enter sensitive streams at certain times of the year. Sensitive streams are susceptible to thermal shock and pollutants and structures in these areas can only be pressure washed when adequate flow in the stream exists to dilute possible contaminants. Verify the DEC categorization of the stream. For streams categorized as "CT(s)," conduct all washing prior to July 1, otherwise collect all water. For bridges located at DEC yearling trout stocking sites, do not conduct any washing during April.
- (c) Collection not required – Collection of the water is not required in all other instances, but use mesh tarpaulins with openings no greater than 25 mils in diameter in accordance with containment class 4W of SSPC Guide 6 to collect paint chips and debris. Remove the collected material once a day, or more frequently if directed by the Engineer, and store for proper disposal.

3. Surface Roughening

- a) If the existing coating is glossy, or if otherwise specified in the Paint System Tables or Special Provisions, roughen the surface by abrasive blastcleaning or hand/power tool cleaning.

L. Fasteners

- 1. Thoroughly solvent clean black iron and galvanized fasteners in accordance with SSPC-SP1 to remove torquing oils and thoroughly power wire brush in accordance with SSPC-SP3.
- 2. If required by the Special Provisions for black iron fasteners, in lieu of power tool cleaning, solvent clean the fasteners in accordance with SSPC-SP1 and abrasive blast to with SSPC-SP10, Near White.

M. Feathering

- 1. Regardless of the method(s) of preparation utilized, in all areas where existing coating is allowed to remain, feather the transition between the existing coating and adjacent bare substrate. Feather for a distance of 1 to 2 inches to provide a smooth, tapered transition into the existing intact coating.
- 2. Verify that the edges of the existing coating are tight and intact by probing with a putty knife in accordance with the requirements of SSPC-SP 3. Roughen the existing coating in the feathered area to assure proper adhesion of the newly applied coats.

N. Abrasive Cleanliness

- 1. When abrasive blast cleaning is specified, verify the cleanliness of the abrasive as follows:
  - a) For disposable abrasives, select a new, unused sample and conduct the water soluble contaminant and oil content tests outlined in SSPC-AB 1 at least one time each week. If the results do not comply with the SSPC criteria, stop using the abrasive and immediately notify the Engineer.
  - b) For recyclable abrasives, select a sample from each recycling machine in use and conduct the water-soluble contaminant, and oil content tests outlined in SSPC-AB2 at least one time each week. Conduct the non-abrasive residue and lead content tests as directed

by the Engineer. If the results do not comply with the SSPC criteria, notify the Engineer immediately, and remove and replace the abrasive and clean the recycling equipment. Conduct additional tests each day to confirm that the equipment is functioning properly. Return to the weekly testing intervals as directed by the Engineer.

2. Record the results of all abrasive tests in a log book or report form that is maintained at the jobsite. Make the results available for review by the Engineer at any time.

**O. Surface Profile**

1. When abrasive blast cleaning to SP 6, SP 10, or SP 5 is specified, provide the surface profile specified in the Paint System Table(s) unless the requirements of the coating manufacturer differ and are approved by the Engineer in writing. Measure the surface profile using the Keane-Tator Surface Profile Comparator or Testex Replica Tape in accordance with ASTM D4417.
2. When SSPC-SP 11 or SP15 is specified, provide a minimum surface profile of 1.0 mil, or a profile of a greater minimum depth if required by the coating manufacturer or the Engineer. Comply with any maximum profile limitations established by the coating manufacturer. Measure the surface profile using the Testex Replica Tape in accordance with ASTM D4417.

**P. Chloride Remediation**

1. Verify that chloride is remediated to a level of no greater than  $7\mu\text{g}/\text{cm}^2$ . Use cell methods of SSPC- Guide 15 to collect the samples and analyze by Kitigawa tube or Quantab strip. Perform chloride tests in areas of pitted steel, both on the substructure and in the splash zone adjacent to the roadway. When existing coatings are being overcoated, conduct additional tests on the remaining coating.
2. Conduct a minimum of 5 tests per containment on bare steel and 2 tests on existing coatings in the case of overcoating, or as otherwise directed by the Engineer. Conduct the tests upon completion of surface preparation and prior to paint application. If unacceptable levels of soluble salt remain, reclean the affected areas until acceptable results are achieved.
3. Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing and scrubbing before or after initial paint removal, abrasive blast cleaning the steel and allowing it to rust overnight

followed by reblasting, blast cleaning with blends of fine and course abrasives, or wet abrasive blast cleaning. Describe the proposed method(s) of chloride remediation in the submitted Surface Preparation/Painting Plan.

### 3.010 PAINT STORAGE, MIXING, AND HANDLING

#### A. Paint Storage

1. Store all paint, thinners, and solvents in accordance with OSHA and Fire Department regulations for flammable materials, and in accordance with the requirements of the paint manufacturer. Obtain Engineer approval for all storage locations.
2. Equip the storage facility with temperature control devices to maintain the storage temperature between 40°F and 90°F. If the requirements of the manufacturer are more restrictive, comply with the more restrictive requirements.
3. Provide the size and number of fire extinguishers in proper proportion to the quantity of paint stored.
4. Use explosion-proof lighting fixtures in the storage area.
5. Do not permit smoking in paint storage, mixing, and application areas.
6. Keep all containers of paint unopened until required for use.
7. Replace all damaged or leaking containers of paint at no cost to the NYCDOT.
8. Do not open or mix paints in the storage area.
9. Do not return mixed paints to the storage area.
10. Use Underwriter's Laboratories approved containers for transporting paint to mixing areas.
11. Do not permit the accumulation of empty paint cans, combustibles, and other debris.
12. Maintain MSD Sheets for all materials.

**B. Mixing and Thinning of Coating Materials**

1. Verify that the paint to be mixed has not exceeded its shelf life. Remove from the project site, all paint with an expired shelf life.
2. When required by the manufacturer, warm paints to specified temperatures above 50°F prior to mixing.
3. Utilize proper ventilation in the mixing area to prevent injury to workmen or the accumulation of volatile gases.
4. Mix all coatings in accordance with the requirements of the coating manufacturer. Use mechanical equipment such as a Jiffy mixer when allowed by the manufacturer.
5. Mix only complete kits of multi-component materials. Mixing of partial kits is not allowed.
6. Do not use materials beyond the pot life established by the manufacturer's written instructions.
7. Do not thin any paints unless approved in writing by the paint manufacturer and the Engineer. If thinning is required and authorized, use only those types, brands, and amounts of clean thinner stipulated by the coating manufacturer. Use an approved measuring device to measure the amount of thinner added and thin only in the presence of the Engineer.
8. Strain materials after mixing to remove agglomerations.

**3.011 COATING APPLICATION**

- A. **Plans/Ventilation** – Apply all field coatings in accordance with the requirements of this Section, the coating manufacturer's instructions, and the approved Surface Preparation/Painting Plan provided under "Submittals." Utilize proper ventilation in the painting area to prevent injury to workmen or the accumulation of volatile gases. Use explosion proof or intrinsically safe lights, electrical fixtures, and equipment, ground spray equipment to prevent dangers of ignition, and eliminate all other sources of ignition from the area. Apply all shop coatings in accordance with the requirements of this Section and the coating manufacturer's instructions.
- B. **Limited Access Areas** – Submit proposed methods of coating application together with the coating manufacturer's recommendations, for achieving complete coverage in limited access areas (e.g., modified brushes, paint mitts, daubers, as appropriate for the coating system). See 3.08, Limited Access Areas.

**C. Quality of Surface Preparation Prior to Painting**

1. Verify that the surface exhibits the specified degree of chloride remediation, washing, hand tool cleaning, power tool cleaning, or abrasive blast cleaning, including surface profile requirements, immediately prior to painting.
2. Apply the first coat before rusting or degradation of the surface occurs, but in no case allow the prepared surface to stand more than 12 hours prior to painting. Reclean rusted or degraded surfaces, or those surfaces that have stood over 12 hours prior to painting.

**D. Surface Cleanliness Prior to Painting and Between Coats**

1. When overcoating existing paint or overcoating shop-primer, verify that the coatings have been thoroughly cleaned prior to painting, and that pockets are dry and free of mud, dirt, and other accumulations. In the case of shop coats, verify that the manufacturer's maximum recoat times have not been exceeded.
2. Thoroughly clean the surface of each coat prior to the application of the next to remove spent abrasive, dirt, dust, cement spatter, and other interference material. Comply with the requirements of NYCDOT Section 832, Specification for Lead Paint Removal – Worker/Environmental Protection and Waste Handling for the special restrictions on using compressed air for cleaning when removing paints which contain lead or other toxic metals.
3. If grease or oil have become deposited on the bare substrate or on the surface of any of the applied coats, remove by solvent cleaning in accordance with SSPC-SP1 prior to the application of the next coat.

**E. Moisture Content Prior to Coating Application**

1. Prior to the application of the each coat, verify that the surface is visually dry.
2. For concrete substrates, in addition to the visual assessments, determine if moisture is present within the substrate itself. Use the plastic sheet method in accordance with ASTM D4263. After removal of the plastic sheet, if moisture is evident on the substrate or on the backside of the plastic, allow additional drying before applying the coating. Retest to confirm that the additional drying is adequate.



3. As an alternative, propose a specific brand and model of moisture meter for consideration by the Engineer. Include a letter from the coating manufacturer indicating the percentage of moisture that is acceptable for the meter being proposed. If approved by the Engineer, the moisture meter can be used in lieu of the plastic sheet method.

F. **Ambient Conditions During Coating Application** – Apply coatings under the following conditions. Do not apply coatings under conditions outside of the ranges specified below without written approval of the coating manufacturer, and specific written authorization from the Engineer.

1. Surface and Air Temperatures – See attached Paint System Tables.
2. Relative Humidity – See attached Paint System Tables.
3. Dew Point – See attached Paint System Tables.
4. Frost/Rain - Do not apply coatings to surfaces containing frost or free standing water, or during rain, fog, or similar detrimental weather conditions.
5. Remove and replace any paint that was applied under unacceptable conditions, or exposed to unacceptable conditions (e.g. rain or dew) prior to adequate curing.

G. **Methods of Application** – Spray apply all coatings in the shop. For field work, unless specified otherwise in the Special Provisions or restricted by the coating manufacturer, apply the coatings by the methods shown below, but note that for spraying, prior approval from the Engineer is required. In order to obtain approval, provide the Engineer with the methods of containment that will be employed and the special precautions that will be taken to control overspray.

1. Brush application – Use round or oval brushes. Use flat brushes only on surfaces such as large plates between connections, and only upon approval of the Engineer. Brush apply the paint using a series of small circles to thoroughly fill in all surface irregularities, and end with a series of parallel strokes to smooth the finish.
2. Roller application – Only use rollers on large surfaces such as plates between connections, and only upon approval of the Engineer. Select a nap size and roller quality that will properly wet the substrate and produce a smooth, uniform film. Apply the coating in a such a manner as to achieve complete and thorough coverage of the surface and all irregularities. Back-roll the surface after application to create a smooth, uniform finish.

3. Daubers – On surfaces which are inaccessible for paint brushes, use sheepskins or daubers especially constructed for the purpose.
4. Airless or conventional spray application – If conventional spray is approved for use, verify that the compressed air supply is clean and dry as determined by the blotter test in accordance with ASTM D4285. When spraying, use extreme care to avoid contamination of surrounding areas, and strictly follow the containment methods and practices that were approved by the Engineer.

H. **Material Agitation** – Unless prohibited by the manufacturer or when using moisture curing urethanes, keep all paint materials under agitation during application. When using brush, roller, or dauber application, periodically stir the material during use to keep it agitated.

I. **Recoat Times**

1. Apply each coat only after the previous coat has been allowed to dry as required by the manufacturer's written instructions, but as soon as possible to minimize the length of time that the coating is exposed to dust and other contamination. Do not allow any coat to remain exposed for longer than the recoat times provided in the attached Paint System Tables.
2. In the case of shop primer that is overcoated in the field, verify that the recoat window has not been exceeded before overcoating.
3. Unless approved otherwise by the Engineer in writing, remove and replace all coats if the applied coat exceeds the maximum recoat time prior to overcoating, if the shop-applied coat exceeds the manufacturer's maximum recoat times, or a coat is exposed over the winter months prior to the application of the next.

J. **Coverage, Continuity, and Stripe Coating**

1. Apply each coat in a workmanlike manner to assure thorough wetting of the substrate or underlying coat, and to achieve a smooth, streamline surface relatively free of dryspray, overspray, and orange peel. Shadow-through, pinholes, bubbles, skips, misses, lap marks between applications, or other visible discontinuities in any coat are unacceptable. Runs or sags may be brushed out while the material remains wet.
2. When applying penetrating sealer (Paint Systems B', C', and D'), apply the sealer in such a manner that it thoroughly wets the underlying coat or substrate, and wicks into crevices and under the edges of old paint (when

used for overcoating). When flowing the sealer into these areas, remove excess material while it remains wet. Do not exceed the maximum dry film thickness for the product as defined in the Paint System tables.

3. Remove dryspray and overspray by sanding or screening prior to the application of the next coat. When present on the finish, remove as directed by the Engineer and apply another coat of finish to the area. Remove all other defective coating to sound material and reapply the appropriate number and type of coatings to repair the coating system.
4. Thoroughly coat all surfaces with special attention to hard-to-reach areas, and irregular surfaces such as lacing bars and rivets. When coating configurations such as bolts, apply the material from multiple directions to assure complete coverage.
5. Unless stipulated otherwise in the Special Provisions, apply a stripe coat of contrasting color as specified in 3.011. J. 8. below. Thoroughly apply the stripe coat to all edges, welds, crevices, rivets, bolt threads, bolt heads, areas of pitted steel and other surface irregularities. Extend the stripe coat approximately 1" from all surface irregularities. Note: when a stripe coat of penetrating sealer is specified, the requirement for contrasting color is waived.
6. Apply the stripe coat by brush or spray. When spraying, supplemental brush application is mandatory to ensure complete and thorough coverage. When brushing organic zinc primers, repeatedly stir the material with the brush during use to prevent settling of the zinc.
7. With the exception of the inorganic zinc primer of System A, wet on wet application of the stripe and full coat is not allowed. For the primer of system A, apply the full coat while the stripe coat is still tacky. For all other coats, when applying the stripe coat prior to the full coat, do not apply the full coat until the stripe coat has dried according to the recoat times in the Paint System Tables. When applying the stripe coat after the full coat, do not apply the stripe coat until the full coat has cured sufficiently to withstand foot traffic. Do not apply the next coat until the stripe coat has cured for the recoat times shown in the Paint System Tables.
8. Apply the following number of coats per system. "Stripe" indicates that a stripe coat as defined above is required. "Full" indicates that a full coat is required. "Spot" indicates that a spot coat is required. For a given coat, the stripe coat can be applied before or after the full coat.

System	Primer	Sealer	Intermediate	Finish
A	Stripe and Full*	NA	Stripe and Full	Full
A'	Full	NA	Stripe and Full	Full
B	Stripe and Full	NA	Stripe and Full	Full
B'	Stripe and Full	Stripe	Full	Full
B''	Spot	Full	NA	Full
C	Stripe and Full	NA	Stripe and Full	Full
C'	Stripe and Full	Stripe	Full	Full
D	Stripe and Full	NA	Stripe and Full	Full
D'	Stripe and Full	Stripe	Full	Full
E	Spot	NA	Full	Full
F	Full	NA	NA	Full
G	Stripe and Full	NA	Full	Full
I	Apply System B'	Full	NA	Full
J	Stripe and Full	NA	Full	Full
K	Stripe and Full	NA	Stripe and Full	Full
K'	Stripe and Full	Stripe	Full	Full
L	Spot	NA	Stripe and Full	Full
L'	Spot	Full	NA	Full
M	Spot	NA	Stripe and Full	Full
M'	Spot	Full	NA	Full
N	Spot	NA	Stripe and Full	Full
N'	Spot	Full	NA	Full
O	Full	NA	NA	Full

\*Apply the stripe coat first, then apply the full coat in a wet-on-wet application. This is the only coat where wet-on-wet application of the stripe coat is required or permitted.

K. **Wet Film Thickness** - Use wet film thickness gages in accordance with ASTM D4414 to monitor the thickness of each coat at the time of application. Note that wet film readings will be the primary method of determining the thickness of coatings applied to concrete substrates.

L. **Dry Film Thickness and Corrective Action for Thickness Deviations**

1. Unless directed otherwise by the Engineer, apply each coat to the thicknesses specified in the attached Paint System Tables.
2. Measure and record the thickness of each coat on carbon steel substrates using nondestructive magnetic dry film thickness gages. Comply with SSPC-PA2 for the calibration and use of the gages, and the frequency of thickness measurements. Spot readings both 20% above and 20% below

the specified thicknesses are permitted, provided the average thicknesses are within the specified tolerances.

3. Measure the thickness of each coat applied to non-ferrous metal substrates using nondestructive thickness gages in accordance with ASTM D1400.
4. As directed by the Engineer, measure the thickness of coatings applied to concrete substrates in accordance with ASTM D6132.
5. If there are questions regarding the non-destructive measurements of coating thickness, a Tooke Gage (destructive scratch gage) may be used when authorized by the NYCDOT. Conduct measurements in accordance with ASTM D4138, but limit the use of the gage to a minimum of locations. Mark and repair all damage caused by the destructive testing, whether created by the Engineer or the Contractor. Repair the damage from testing at no cost to the NYCDOT.
6. Apply additional coating of the same type to areas of insufficient thickness. Use care during application to assure that all repairs blend in with the surrounding material.
7. Unless directed otherwise by the Engineer in writing, remove excessive coating thickness and reapply the affected coat(s).

**M. Coating Adhesion**

1. Apply all coats in such a manner to assure that they are well-adherent to each other and to the substrate. If the application of any coat causes lifting of an underlying coat, or there is poor adhesion between coats or to the substrate, remove the coating in the affected area to adjacent sound, adherent, coating, and reapply the material.
2. If adhesion is suspect, conduct adhesion tests in accordance with ASTM D3359 or ASTM D4541 as directed by the Engineer, and repair all test areas. The acceptance criteria for the testing will be established by the Engineer and the coating manufacturer. Replace all defective coating that is revealed by the testing.

**N. Caulking**

1. When specified in the Special Provisions, use caulking to seal crevices, gaps between steel elements exceeding 1/8", and areas of pack rust that can not be removed.

2. Identify the caulking materials to be used in the pre-project submittals. Use only caulking materials that are acceptable to the paint manufacturer and the Engineer.
3. Unless directed otherwise by the Engineer, apply caulking before the application of the finish coat. Use a caulking that matches the color of the finish coat.
4. Mix and install the caulking in strict accordance with the approved Field Surface Preparation/Painting Plan and the caulking manufacturer's instructions.

**O. Fasteners**

1. Unless directed otherwise in the Special Provisions, field coat black iron and galvanized fasteners as follows:
  - a) If the fasteners are prepared by solvent cleaning and abrasive blast cleaning, apply all coats of the specified field system.
  - b) If the fasteners are prepared by solvent cleaning and power tool cleaning:
    - (1) For systems A and A'; B, B', and B''; C and C'; D and D'; and K and K', apply two coats of intermediate and one coat of finish.
    - (2) For systems E, F, G, I, and J, apply all coats.

**3.012 REPAIR OF DAMAGE, TOUCH UP, AND UNACCEPTABLE COATINGS**

**A. Surface Preparation of Localized Areas**

1. The Engineer will define the areas of damage, touch up, corrosion, or unacceptable coatings that are considered to be localized for the purposes of repair. Repair these areas at no additional cost to the NYCDOT.
2. Prepare the surface by solvent cleaning in accordance with SSPC-SP 1 prior to mechanical cleaning.
3. In areas previously blast cleaned, if the damage exposes the substrate, remove all loose material and prepare the steel in accordance with SSPC-SP 11. Follow with solvent cleaning in accordance with SSPC-SP 1 to remove surface contamination.

4. In areas originally prepared by power tool cleaning, or if the substrate is not exposed in those areas previously blast cleaned, remove all loose material and prepare the surface in accordance with SSPC-SP 3. Use SSPC-SP 2 hand tool cleaning for surface preparation only upon written approval of the Engineer. Follow with solvent cleaning in accordance with SSPC-SP 1 to remove surface contamination.

**B. Surface Preparation of Extensive Areas of Damage or Unacceptable Coating**

1. The Engineer will define the areas of damage, corrosion, or unacceptable coatings that are considered to be extensive for the purposes of repair. Repair these areas at no additional cost to the NYCDOT.
2. Remove all coatings in accordance with the originally specified degree of surface preparation.
3. When abrasive blast cleaning is employed, use extreme care to avoid damage to the surrounding coating due to overblast.

**C. Feathering of Edges in Repair Areas**

1. Feather the existing coating surrounding each repair location. Feather for a distance of 1 to 2 inches to provide a smooth, tapered transition into the existing intact coating.
2. Verify that the edges of coating around the periphery of the repair areas is tight and intact by probing with a putty knife in accordance with the requirements of SSPC-SP 3. Roughen the existing coating in the feathered area to assure proper adhesion of the repair coats.

**D. Coating Application in Repair Areas**

1. When the bare substrate is exposed in the repair area, apply all coats of the system to the specified thicknesses.
2. When the bare substrate is not exposed in the repair area, apply only the affected coats.
3. Maintain the thickness of the system in overlap areas within the specified total thickness tolerances.

### 3.013 HOUSEKEEPING AND WASTE DISPOSAL

- A. Conduct housekeeping daily to maintain the work site in a neat and orderly condition.
- B. Unless directed otherwise by the Engineer, at the end of each day at a minimum, haul empty paint cans and other debris to the waste storage area.
- C. Remove all paint drips, splashes, and overspray from surfaces not intended to be painted.
- D. Upon project completion, remove all equipment and materials, correct any damage caused by the operation, and leave all surfaces in a clean and acceptable condition. Correct any damage created and conduct all necessary project clean up at no additional cost to NYCDOT.
- E. Handle, store, transport, and dispose of all hazardous and non-hazardous project waste in strict accordance with the Federal and state regulations.
- F. When removing paint containing lead or other toxic metals, comply with all waste handling, storage, transportation, and disposal requirements of Section 832.

### 3.014 INSPECTION

- A. The NYCDOT reserves the right to inspect all phases of the Work to verify that it is in accordance with the requirements of this Section.
- B. Facilitate shop and field inspections as required, including allowing ample time for the inspections. For field inspections, provide suitable lighting (50 foot candles minimum at the surface), access to the work, and all necessary safety and fall protection equipment.
- C. Inspections will include the following minimum hold points to determine specification compliance. Do not proceed with subsequent phases of the Work until the preceding phase has been approved by the Engineer:
  - 1. prior to the start of surface preparation work,
  - 2. immediately following surface preparation,
  - 3. immediately prior to the application of the first coat,
  - 4. prior the application of each additional coat (including stripe coats), and



5. after the final coat is applied and dried.
- D. The presence or activity of NYCDOT inspections in no way relieves the Contractor of the responsibility to provide comprehensive quality control inspections of its own to confirm that all work complies with the requirements of this Section, and in the case of field work, complies with the approved Field Surface Preparation/Painting Plan. Report the results of daily Contractor quality control inspections in a log book or report that is maintained at the jobsite or in the painting shop. Recording of quality control inspections must not lag more than one day behind the progression of the Work. Make the log book or report available to the Engineer for review upon request.
- E. Furnish, until final acceptance of the coating system, all equipment and instrumentation needed to inspect all phases of the work. The equipment is identified in Part 2.0, Products.

### 3.015 ONE YEAR ANNIVERSARY INSPECTION

- A. A one year anniversary inspection will be conducted approximately twelve months after completion of the field painting project. Participate in this inspection with the Engineer. Arrange for a representative of the coating manufacturer to be present for this inspection.
- B. For projects where total coating removal and replacement were performed, repair, at no cost to the NYCDOT, all locations where the coating exhibits disbonding, cracking, rusting, or other such defects.
- C. For projects where coating repair and overcoating were performed:
  1. Repair, at no cost to the NYCDOT, all locations where the coating exhibits disbonding, cracking, rusting, or other such defects in those areas where the new system was applied to bare substrate.
  2. Repair, at no cost to the NYCDOT, all areas where the new coats are not adhering to each other at any location across the structure.
  3. The contractor is not responsible for the lifting of the old coating material provided the work was performed in compliance with this Section. Where the work is not in compliance with the requirements of this Section (e.g., excessive dry film thickness), repair the lifting old coating.
- D. Perform all repairs in accordance with the requirements of this Section, the coating manufacturer's written instructions, and written repair procedures approved by the Engineer.

#### **4.0 - MEASUREMENT**

- 4.01 Lump Sum for each item. Include in the price bid, the costs for all labor, tools, equipment, paints, materials, scaffolding, supplies, plans, programs, services of the manufacturer's representative, traffic controls, or incidentals to properly perform and complete the Work specified in this Item.
- 4.02 Caulking – Per lineal foot. Include in the price bid, the costs for all labor, tools, equipment, materials and incidentals needed to properly perform the Work specified in this Item.

#### **5.0 - PAYMENT**

- 5.01 Partial payments will be made. The contract lump sum price will be prorated to establish the amount of each partial payment based on the percentage of the structure that has been painted. Within each area, payments will be made as follows: 50% after satisfactory preparation, priming (and striping if applicable), 25% after satisfactory application of intermediate (including striping if applicable), 15% after satisfactory application of finish, and 10% after completion of final touch up.

<b><u>Item No</u></b>	<b><u>Item</u></b>	<b><u>Pay Unit</u></b>
831.010001	SYSTEM A - ALL COATS APPLIED IN SHOP (SP10 / INORGANIC ZINC / EPOXY INTERMEDIATE / URETHANE FINISH	LUMP SUM
831.070001	SYSTEM B'- TOTAL COATING REPLACEMENT - SEALER USED (SP10/EPOXY ZINC/EPOXY PENETRATING SEALER/EPOXY INTERMEDIATE/ URETHANE FINISH) – STEEL SPAN	LUMP SUM
831.070002	SYSTEM B'- TOTAL COATING REPLACEMENT – SEALER USED (SP10/EPOXY ZINC/EPOXY PENETRATING SEALER/EPOXY INTERMEDIATE/ URETHANE FINISH) – BRICK ARCH TIE RODS	LUMP SUM
831.070004	SYSTEM A- NEW STEEL (INORGANIC ZINC PRIMER/ EPOXY INTERMEDIATE/URETHANE FINISH) - NEW STRUCTURAL STEEL FOR ACCESS RAMPS	LUMP SUM
831.600001	CAULKING	LINEAL FOOT

## APPENDIX A – SUBMITTALS

### A.01 GENERAL

- A. This Appendix identifies the plans, programs, and documentation required for shop and field painting: pre-construction, at the start of construction, and during the construction phase.

### A.02 PRE-CONSTRUCTION SUBMITTALS

#### A. Submittal Schedule and Engineer Acceptance

1. Submit the following plans and programs to the Engineer for review and acceptance a minimum of 45 days prior to the commencement of shop work or 45 days prior to mobilization for field work. The shop or field Contractor shall not begin any paint removal Work until the Engineer has accepted the submittals.
2. Do not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the Work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the Work in strict accordance with the requirements of Federal, State, or City regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

- B. **Project Schedule** – Provide the Engineer with an initial estimate of the workdays required to complete each phase of the project (e.g., shop cleaning, painting, and shipping; field mobilization, paint removal, paint application, and demobilization).

- C. **Certifications** – Unless the requirement for certification is eliminated by the Special Provisions, provide evidence of the following:

1. Shop – current SSPC-QP3 or AISC SPE certifications
2. Field – current SSPC-QP1 and QP2 certifications
3. Inspectors - NACE Coating Inspector Level 1 – Certified

**D. Contractor Chain of Command**

1. Submit a listing of key shop and field Contractor personnel, including names and relative positions, addresses, and telephone and pager numbers.
2. Include the names and telephone/pager numbers for contact persons who are available on a 24-hour basis in the event of emergencies.

**E. Worker Safety Plan** – The shop and field contractors shall develop and implement a worker safety plan for the protection of all shop and field workers.

1. The plan must comply with NYSDOT Section 107-05 and all associated Special Notes.
2. Address the protection of workers from all project hazards including but not limited to fall protection, confined space (if applicable), hearing and eye protection, and exposure to hazardous materials or conditions.
3. For field work, include provisions for the inspection and removal of pigeon droppings in accordance with NYSDOT Safety Bulletin SB-94-4.
4. Lockout/Tagout Plan – Provide the procedures in accordance with 29 CFR 1910.147 and 1910.333 that will be followed for lockout/tagout of existing electrical utilities within containment or other work areas as appropriate. Include provisions for coordinating lock-out/tag-out activities with NYCDOT and the Utilities.
5. Fire Protection and Prevention, and Emergency Response – Provide procedures in accordance with the requirements of 29 CFR 1926.24 and 1926.150 for the control, storage and handling of flammable and combustible materials, including a site-specific Emergency Response Plan in accordance with the requirements of 1926.65(q) at a minimum.
6. Electrical Safety – Provide procedures in accordance with 29 CFR 1926.400, 1926.403, and all applicable provisions of 29 CFR 1926, Subpart K.
7. Include as part of the plan, or in a separate submittal, a binder containing MSDS for all materials that will be used on the Project site. If all MSDS are not available at the pre-construction stage, provide the MSDS before using the product on site.

8. A separate worker protection plan addressing exposures to lead and other toxic metals is addressed under Section 832.

**F. Containment and Scaffolding**

1. If the bridge supports the containment or scaffolding system, provide containment drawings, calculations, and assumptions, including ventilation criteria as appropriate, signed and sealed by a Professional Engineer, as outlined in Section 832.
2. Erect, maintain, and inspect all scaffolding and staging required for the work in strict accordance with all OSHA regulations and applicable local laws and regulations.

**G. Field Surface Preparation/Painting Plan**

1. Provide written procedures for conducting the Work of this Section including, but not limited to the following as applicable: the preparation of surfaces; abrasive cleanliness tests; the remediation of chloride and ferrous salts; coating mixing, application, and repair; recoat times and cleaning between coats; and the installation of caulking and sealant materials. Provide specific details for the preparation and painting of limited access areas, and for striping edges, corners, crevices, rivets, bolts, welds and sharp edges. If shop-applied primer is finish coated as a part of the Work, include the procedures that will be followed for the cleaning of the primer prior to field painting.
2. Provide a comprehensive listing of the equipment that will be used for surface preparation and painting. Include a description of equipment repair and replacement capability, including the procedures that will be followed in the event of equipment failure so that lost production time is kept to a minimum.
3. Confirm that low sulfur fuel in accordance with Title 15, Chapter 14 Rules is used for all non-road combustion engines that are 50 HP or greater (e.g., generators, dust collection equipment, etc.).
4. Identify the methods of protection or work isolation procedures that will be followed to protect surrounding structures, equipment, and property from exposure to surface preparation and paint debris.
5. If it is proposed that the coatings be applied by spray, provide the containment methods proposed for use together with any additional precautions that will be taken to control overspray. Spray application can not be used unless approved by the Engineer.

6. Provide the name and chemical composition, product data sheets, and MSD sheets of detergents or solutions that will be used for cleaning the existing coating or for the removal of mildew. Only use detergents which are environmentally safe and which will have no adverse effect on aquatic life are acceptable.
7. If abrasive blast cleaning is specified, identify the type and brand name of the abrasive proposed for use, and provide MSD sheets or other documentation from the supplier which identifies the hazardous materials that are present and confirms that the abrasive contains less than 1% free silica.
8. If the coating manufacturer recommends a different surface profile for their product than the limits stipulated in the Paint System Tables, provide a letter from the manufacturer stating the recommended surface profile range. Comply with the manufacturer's recommended profile only upon written approval of the Engineer.
9. If wet abrasive blast cleaning is proposed, include a letter from the coating manufacturer which approves the use of the method for their coating and recommends inhibitor(s), if any, that can be used to prevent flash rusting, together with a statement that the inhibitor(s) will not reduce coating performance. Submit application procedures and MSD sheets for the inhibitor that will be used. Use an inhibitor only upon approval of the Engineer.

#### **H. Shop and Field Painting Quality Control Plan**

1. Provide written procedures for conducting and recording the shop and field quality control inspections of work quality identified in this Section including, but not limited to the following as applicable: the preparation of surfaces; abrasive cleanliness tests; the remediation of chloride and ferrous salts; coating mixing, application, and repair; recoat times and cleaning between coats; and the installation of caulking and sealant materials. If shop-applied primer is finish coated as a part of the Work, include the procedures that will be followed for the inspection of the cleaning of the primer prior to field painting.
2. Provide a comprehensive listing of the inspection equipment that will be used for surface preparation and painting, and the means that will be used to verify that it is properly calibrated during use.
3. If it is proposed that a moisture meter will be used to confirm adequate dryness of concrete prior to application, provide the specific brand and

model of moisture meter for consideration by the Engineer. Include a letter from the coating manufacturer indicating the percentage of moisture that is acceptable for the meter being proposed. The moisture meter can be used in lieu of the plastic sheet method only if accepted by the Engineer.

4. Provide samples of the forms that will be completed to document the results of the inspections.
5. Provide proof of the training and experience of the QA/QC personnel who will be conducting the quality control inspections.

**I. Coating/Caulking Material Documentation for Shop and Field Painting**

1. Identify the coating materials to be applied, including all thinners proposed for use. Include the manufacturer's name, product names, and product numbers. Provide material product data sheets, VOC levels, MSD sheets, and written application instructions including mixing requirements, specified thinners, and thinner amounts.
2. Provide a copy of the coating manufacturer's Quality Assurance Program that assures the quality of the products from raw materials to final packaging.
3. Thinners must be provided by the manufacturer. Requests to use reagent-grade generic thinners instead of manufacturer-supplied thinners must be provided to the Engineer in writing, together with a letter from the coating manufacturer that supports the use of the generic thinner. Do not use a generic thinner without written approval from the Engineer.
4. Provide the manufacturer's color designation for the color of the finish coat(s) to be used. Submit six (6) color samples of each finish coat on 8 1/2 inch x 11 inch paper board to the Engineer for approval prior to application.
5. Provide the following compositional ranges for each coat (for individual components as applicable, and for the mixed material). Once accepted, these ranges will be used to accept/reject jobsite material based on the test results supplied by the coating manufacturer for each batch (see A.03, Construction Phase Submittals). Include a statement in the plan that one (1) quart retention samples of each batch (each component in the case of multi-component materials) will be provided by the manufacturer for each batch of material sent to the jobsite. The samples will be subjected to laboratory testing as directed by the Engineer. Material that does not comply with one or more of the accepted compositional values is

prohibited from use and must be immediately removed from the jobsite. If the non-conforming paint has already been applied, it shall be removed from the structure and replaced at no cost to NYCDOT.

- a) % Total solids by weight, ASTM D 2369
  - b) % Pigment by weight, ASTM D 2371
  - c) % Metallic zinc by weight of total solids in zinc primers (using a dried film sample), ASTM D521
  - d) % Total solids by volume, ASTM D 2697
  - e) Weight per gallon (grams per liter), ASTM D 1475
  - f) Viscosity (Stormer @ 25°C) KU, ASTM D 562
  - g) Volatile Organic Compounds (VOC), ASTM D 3960
  - h) 60° Specular Gloss of finish coat, ASTM D 523
  - i) Infrared Identification - of individual components and of the mixed coating for 2 component materials. For the individual components, obtain each spectrum by sandwiching a small quantity (i.e., 1-2 drops) of material between 2 potassium bromide plates and obtaining a transmission infrared spectrum. For the mixed and cured material, use a potassium bromide pellet technique.
6. When the use of caulking is specified in the Special Provisions, provide the name, generic type, and MSDS for the proposed material. The caulking must be approved by the coating manufacturer. Include a letter from the coating manufacturer acknowledging acceptance of the caulking for use with the coating system.
  7. In the event of a conflict between the manufacturer's technical data and the requirements of this Section, advise the Engineer of the discrepancies in writing, and comply with the Engineer's written resolution.

**J. Sensitive Natural Resources and Endangered or Protected Species**

1. The NYCDOT will stipulate whether sensitive natural resource areas are located around the project. If the project is located in a natural resource area, develop a site-specific Habitat Protection Plan addressing the steps that will be taken to protect these sensitive ecological areas from damage.
2. The NYCDOT will advise whether peregrine falcons, barn owls or red-tailed hawks are nesting on the bridge. If peregrine falcons, barn owls or red-tailed hawks are found to be nesting on the bridge, either before the work begins, or once the work is underway, develop a site-specific plan for the sequencing of paint removal operations to avoid disturbing nesting pairs. Include provisions for obtaining the required Federal USF&WS and NYSDEC permits if it is proposed that unoccupied peregrine falcon nests be moved.



**K. Field Noise Permits and Noise Mitigation and Monitoring Plan**

1. If work will be performed outside of the hours of 7AM to 6PM on weekdays or on weekends, obtain a permit authorizing these activities, and provide the Engineer with a copy.
2. Provide a Noise Mitigation and Monitoring Plan, identifying the steps that will be taken to monitor and mitigate noise on the project. Methods include, but are not limited to sound suppression devices (mufflers) on compressed gas exhaust orifices and gasoline and diesel power sources, and enclosing noise generating equipment and operations (e.g., blast cleaning) within sound absorption barriers.
3. Include the monitoring that will be conducted to assure that noise emissions do not exceed the New York City Noise Control Code and Citywide Construction Noise Mitigation requirements.

**A.02 CONSTRUCTION START UP SUBMITTALS**

**A. Field Surface Preparation Test Sections**

1. Prior to proceeding with production surface preparation operations in the field, provide a written summary of the results of the surface preparation evaluation. Identify the specific test locations, the equipment used, the quality of cleaning achieved, and whether the test areas were preserved or photographed for future reference.
2. Only use equipment that is approved by the Engineer on the basis of successful use on the test sections.

**A.03 CONSTRUCTION PHASE SUBMITTALS AND DOCUMENTATION**

**A. Material Manufacturer's Field Site Reports**

1. Submit to the Engineer, a copy of the field summary reports prepared by the coating manufacturer(s) upon completion of each site visit.
2. Provide each report within 1 week after the visit.

- B. Material Manufacturer's Batch Certifications** – The shop and field contractors shall provide a letter from the material manufacturer with each batch to indicate that the material meets the manufacturer's written product specification. Include the following test results for each batch of material (individual components and

the mixed material) at a minimum: solids by volume, solids by weight, weight per gallon, viscosity, and VOC content.

- C. **Abrasive Cleanliness Test Reports** – When abrasive blast cleaning is specified, record the results of the weekly abrasive cleanliness tests in a log book or report form that is maintained at the jobsite. Make the results available for review by the Engineer at any time. Notify the Engineer immediately of unacceptable results.
- D. **Inspection Log** – The shop and field contractors shall maintain a daily inspection log or report that itemizes the results of all quality inspections conducted by the Contractor. Recording of quality control inspections must not lag more than one day behind the progression of the Work. Make the reports immediately available for review by the Engineer upon request.

## **APPENDIX B**

### **HISTOPLASMOSIS**

#### **INTRODUCTION**

Employees engaged in a variety of tasks are often required to work in areas where pigeons have nested, usually for long periods. Such conditions are often found in bridge structures and cold storage facilities. This nesting results in a substantial build-up of pigeon droppings, a condition which can be harmful to humans if the material is disturbed and made airborne.

Histoplasmosis is a fungal infection resulting from exposure to pigeon droppings. Infectious material enters the body usually by inhalation into the lungs, but in some cases by ingestion through the mouth into the gastrointestinal tract. Pigeons do not carry the organism that causes histoplasmosis. Histoplasmosis is caused by a soil organism that requires the moist, nutrient rich environment that large masses of droppings offer. Areas with small amounts of dried droppings pose minimal hazard.

This Safety Bulletin is intended to alert employees of this potential health hazard and establish common sense precautions to minimize exposure.

#### **PROCEDURES**

Prior to work in any area where pigeons nest, a thorough inspection should be made to determine if, and to what extent there is a build-up of material. Inspection itself requires minimum precautions such as the use of personal protective equipment, which may include gloves, rubber boots, rain suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity should be directed to the Regional Safety Representative or Employee Safety & Health Section.

If substantial material is found in the immediate work area, cleaning must be performed. Employees engaged in cleaning activity shall wear all of the personal protective equipment specified above. A high powered water hose is an effective means to remove material. If the material is to be scraped away, it must be kept wet during the entire process. Application of a cleaning agent (bleach, for example), before removal may help dissolve the material, and may be applied as a disinfectant upon the affected surfaces after the droppings have been removed. Compressed air shall not be used to remove pigeon droppings because it increases the potential for inhalation and ingestion of airborne particles and the area of potential exposure.

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. All other personal protective equipment appropriate for the task and/or location shall be used, such as fall protection, hard hat, etc.

Employees engaged in cleaning, or any other activity which involves exposure to pigeon droppings, should observe a high degree of personal hygiene, even if the exposure is casual.

Special care must be taken to wash hands thoroughly before eating or smoking.

*HISTOPLASMOSIS (NYS DOT Code: SB-94-4, Date: 1/21/94), Last Update: April 20, 1999*

**APPENDIX C**  
**PAINT SYSTEM TABLES**

**Paint System A (new steel)**

Inorganic Zinc Primer/Epoxy Intermediate/Urethane Finish (all coats shop applied)

**Paint System A'-(new steel)**

Inorganic Zinc Primer/Epoxy Intermediate/Urethane Finish (primer shop applied; finish coats field applied)

**Paint System B (total coating replacement)**

Epoxy Zinc Rich Primer/Epoxy Intermediate/Urethane Finish

**Paint System B' (total coating replacement – with sealer)**

Epoxy Zinc Rich Primer/Epoxy Penetrating Sealer/Epoxy Intermediate/Urethane Finish

**Paint System B'' (overcoating)**

Spot Epoxy Zinc Rich Primer/Epoxy Penetrating Sealer/Urethane Finish

**Paint System C (total coating replacement)**

MCU Zinc/MCU Intermediate/MCU Finish

**Paint System C' (total coating replacement – with sealer)**

MCU Zinc/Sealer/MCU Intermediate/MCU Finish

**Paint System D (total coating replacement or overcoating)**

MCU Aluminum/MCU Intermediate/MCU Finish

**Paint System D' (total coating replacement or overcoating– with sealer)**

MCU Aluminum/Sealer/MCU Intermediate/MCU Finish

**Paint System E (overcoating)**

Alkyd Primer/Alkyd Intermediate/Silicone Alkyd Finish

**Paint System F (overcoating)**

Alkyd Primer/Aluminum Alkyd Finish

**Paint System G (total coating replacement)**

Aluminum Epoxy Mastic Primer/Epoxy Intermediate/Urethane Finish

**Paint System I (repainting I bars)**

Localized Crystalline Calcium Sulfonate penetrating Sealer/Finish

**Paint System J (total coating replacement)**

Aluminum Epoxy Mastic Primer/Epoxy Intermediate/Urethane Finish

**Paint System K (total coating replacement)**

Epoxy Zinc Rich Primer/Epoxy Intermediate/Polysiloxane Finish

**Paint System K' (total coating replacement – with sealer)**

Epoxy Zinc Rich Primer/Epoxy Penetrating Sealer/Epoxy Intermediate/Polysiloxane Finish

**Paint System L (total coating of bare galvanize)**

Spot MCU Zinc Primer/Full MCU Intermediate/Full MCU Finish

**Paint System L' (overcoating painted galvanize – with sealer)**

Spot MCU Zinc Primer/Full MCU Penetrating Sealer/Full MCU Finish

**Paint System M (total coating of bare galvanize)**

Spot Epoxy Zinc Primer/Full Epoxy Intermediate/Full Urethane Finish

**Paint System M' (overcoating painted galvanize – with sealer)**

Spot Epoxy Zinc Primer/Full Epoxy Penetrating Sealer/Full Urethane Finish

**Paint System N (total coating of bare galvanize)**

Spot Epoxy Zinc Primer/Full Epoxy Intermediate/Full Polysiloxane Finish

**Paint System N' (overcoating painted galvanize – with sealer)**

Spot Epoxy Zinc Primer/Full Epoxy Penetrating Sealer/ Full Polysiloxane Finish

**Paint System O (new concrete, coating replacement, or overcoating)**

Acrylic/Acrylic

**PAINT SYSTEM A and A'**  
**(NEW STEEL)**  
**INORGANIC ZINC PRIMER / EPOXY INTERMEDIATE / URETHANE FINISH**

**DESCRIPTION**

This system is used for the shop painting of new steel with a coat of inorganic zinc primer (with a wet on wet stripe coat), a stripe and full coat of epoxy intermediate and a full coat of urethane finish. For System A, all coats are applied in the shop followed by touch-up in the field. For System A', the primer is applied in the shop followed by the application of the intermediate and finish coats in the field. If the inorganic zinc primer requires touch up within 24 hours of the initial application, the inorganic zinc primer is used for the touch up. If the inorganic zinc primer requires touch up longer than 24 hours after initial application, the organic zinc primer of System B is used for the touch up.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The inorganic zinc primer shall be in compliance with SSPC Paint 20 (Type I) with a minimum 80% zinc content in the dry film. The intermediate coat shall be a high build epoxy polyamide intermediate. The finish shall be an aliphatic acrylic urethane with total isocyanate group content (by percentage, pigment free basis) of 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare the surfaces to SSPC-SP 10, Near-White Blast Cleaning, unless stipulated otherwise in the Special Requirements. Provide an angular surface profile of 2.0 to 4.5 mils. When all coats are applied in the shop (System A), mask faying and contact surfaces to prevent the application of the intermediate and finish coats to these areas (only apply the zinc primer). When the primer is applied in the shop followed by field topcoats (System A'), take special care to thoroughly clean the primer of all dirt, debris, grease, and oil in accordance with SSPC-SP1, Solvent Cleaning, prior to applying the field coats. If zinc salts are present, pressure wash the surface to remove the salts prior to topcoating.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point  
Relative Humidity (RH) - 40% to 90%

## **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this paint system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-4 mils  
Intermediate: 3-5 mils  
Finish: 2-3 mils

NOTE: For shop measurements, comply with Appendix 4 of SSPC-PA2. When coatings are applied to rolled beam sections and plate girders in the shop, measure the thickness of each coat at the frequencies identified in Appendix A.4.2.1 (Full DFT Determination – Beam/Girder) of SSPC-PA2. For all other steel coated in the shop, measure the thickness in accordance with the frequencies identified in Appendix A.2.2 (Full DFT Determination – Miscellaneous Parts).

For all measurements in the field, comply with the standard frequencies of SSPC-PA2 (not Appendix 4).

## **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 24 hours minimum, no maximum (may verify cure prior to application of intermediate coat by solvent rub test according to ASTM D4752)

NOTE: Apply a stripe coat of primer first followed by the full coat of primer while the stripe coat is still tacky.

NOTE: If the primer is too thin or requires repair, the same inorganic zinc material can be used if it is applied within 24 hours of the initial application, and if it is applied in strict accordance with the manufacturer's instructions for coating inorganic zinc with inorganic zinc. If the prime coat has cured more than 24 hours, use the epoxy zinc primer of System B to build thickness or for repair.

Intermediate – 8 hours minimum, 30 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)



## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM A and A'\*  
(NEW STEEL)  
INORGANIC ZINC PRIMER / EPOXY INTERMEDIATE / URETHANE FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>
Ameron	Primer (3-pak)	Dimetcote 9H <sup>1</sup>
	Intermediate	Amercoat 385
	Finish	Amercoat 450 H <sup>2</sup>
Carboline	Primer (3-pak)	Carbozinc 11 HS <sup>1</sup>
	Intermediate	Carboguard 888
	Finish	Carbothane 133LH
ICI-Devoe Coatings	Primer (3-pak)	Catha-Coat 304V <sup>1</sup>
	Intermediate	Bar-Rust 231
	Finish	Devthane 379UVA <sup>2</sup>
International	Primer (2-pak)	Interzinc 22HS <sup>1</sup>
	Intermediate	Intergard 475HS
	Finish	Interthane 870HS
Sherwin-Williams	Primer (2-pak)	Zinc-Clad II Plus <sup>1</sup>
	Intermediate	Macropoxy 646
	Finish	Acrolon 218 HS

<sup>1</sup>Primer – Slip B Coefficient

<sup>2</sup>Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.

\*System A involves the application of all coats in the shop.

\*System A' involves the application of the primer in the shop and the intermediate and finish coats in the field. For System A', before applying the field intermediate coat, thoroughly clean the entire shop-primed surface, spot clean corrosion and damage, and spot prime using the appropriate epoxy zinc primer listed in System B.

**PAINT SYSTEM B  
(TOTAL COATING REPLACEMENT)  
EPOXY ZINC-RICH PRIMER / EPOXY INTERMEDIATE / URETHANE FINISH**

**DESCRIPTION**

This system is used for steel that is completely blast cleaned with all coats applied in the field. Paint System B involves the use of a stripe and full coat of epoxy zinc rich primer/stripe and full coat of epoxy intermediate/and a full coat of urethane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be a high build epoxy polyamide. The finish shall be an aliphatic acrylic urethane with total isocyanate group content (by percentage, pigment free basis) of 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare the surfaces to SSPC-SP 10, Near White Blast Cleaning, unless stipulated otherwise in the Special Requirements. Provide an angular surface profile of 2.0 to 4.5 mils. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

**COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-5 mils  
Intermediate: 3-5 mils  
Finish: 2-3 mils

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 24 hours minimum, 30 days maximum

Intermediate - 8 hours minimum, 30 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a “standard of quality.” Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM B**  
**(TOTAL COATING REPLACEMENT)**  
**EPOXY ZINC RICH PRIMER / EPOXY INTERMEDIATE / URETHANE FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>
Ameron	Primer (3-pak)	Amercoat 68 HS <sup>1</sup>
	Intermediate	Amerlock 399
	Finish	Amercoat 450 H <sup>4</sup>
Carboline	Primer (3-pak)	Carbozinc 859 <sup>2</sup>
	Intermediate	Carboguard 888
	Finish	Carbothane 133LH
ICI-Devoe Coatings	Primer (2-pak)	Cathacoat 313 <sup>3</sup>
	Intermediate	Devran 224 HS
	Finish	Devthane 359 <sup>4</sup>
MAB	Primer (3-pak)	Ply-Tile Epoxy Organic Zinc Rich Primer <sup>3</sup>
	Intermediate	Ply-Mastic 650
	Finish	Ply-Thane 890HS
Sherwin-Williams	Primer (2-pak)	Zinc Clad III HS <sup>2</sup>
	Intermediate	Macropoxy 646
	Finish	Acrolon 218 HS

<sup>1</sup>Primer - Slip A Coefficient

<sup>2</sup>Primer - Slip B Coefficient

<sup>3</sup>Primer - Slip not identified

<sup>4</sup>Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.

**PAINT SYSTEM B'**  
**(TOTAL COATING REPLACEMENT – WITH SEALER)**  
**EPOXY ZINC-RICH PRIMER / EPOXY PENETRATING SEALER / EPOXY**  
**INTERMEDIATE / URETHANE FINISH**

**DESCRIPTION**

This system is used for steel that is completely blast cleaned with all coats applied in the field. Paint System B' involves the use of a stripe and full coat of epoxy zinc rich primer/stripe coat of epoxy penetrating sealer/full coat of epoxy intermediate/and a full coat of urethane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be a high build epoxy polyamide. The finish shall be an aliphatic acrylic urethane with total isocyanate group content (by percentage, pigment free basis) of 2%. The penetrating sealer shall be a high-solids, low viscosity epoxy material. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare the surfaces to SSPC-SP-10, Near-White Blast Cleaning, unless stipulated otherwise in the Special Provisions. Provide an angular surface profile of 2.0 to 4.5 mils. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

## COATING SYSTEMS AND COATING THICKNESS

Coating materials are shown on the next page. The dry film thickness for each coat of this paint system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-5 mils  
Sealer: 1-2 mils  
Intermediate: 3-5 mils  
Finish: 2-3 mils

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for resolution.

Primer - 24 hours minimum, 30 days maximum

Sealer - 24 hours minimum, 7 days maximum

Intermediate - 8 hours minimum, 30 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application).

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.

- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM B'**  
**(TOTAL COATING REPLACEMENT - WITH SEALER)**  
**EPOXY ZINC-RICH PRIMER / EPOXY PENETRATING SEALER / EPOXY**  
**INTERMEDIATE / URETHANE FINISH**

Manufacturer	Coat	Product
Ameron	Primer (3-pak)	Amercoat 68HS <sup>1</sup>
	Sealer	Amerlock Sealer
	Intermediate	Amerlock 399
	Finish	Amercoat 450H <sup>4</sup>
Carboline	Primer (3-pak)	Carbozinc 859 <sup>2</sup>
	Sealer	Rustbond Series
	Intermediate	Carboguard 888
	Finish	Carbothane 133LH
ICI-Devoe Coatings	Primer (2-pak)	Catha-Coat 313 <sup>3</sup>
	Sealer	Pre-Prime 167
	Intermediate	Devran 224HS
	Finish	Devthane 359 <sup>4</sup>
MAB	Primer (3-pak)	Ply-Tile Epoxy Organic Zinc Rich Primer <sup>3</sup>
	Sealer	Ply-Tile Rust Seal
	Intermediate	Ply-Mastic 650
	Finish	Ply-Thane 890 HS
Sherwin-Williams	Primer (2-pak)	Zinc Clad III HS <sup>2</sup>
	Sealer	Macropoxy 920
	Intermediate	Macropoxy 646
	Finish	Acrolon 218 HS
<sup>1</sup> Primer - Slip A Coefficient		
<sup>2</sup> Primer - Slip B Coefficient		
<sup>3</sup> Primer - Slip not identified		
<sup>4</sup> Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.		



**PAINT SYSTEM B"  
(OVERCOATING)  
SPOT EPOXY ZINC-RICH PRIMER / EPOXY PENETRATING SEALER /  
URETHANE FINISH**

**DESCRIPTION**

This system is used for overcoating existing surfaces as designated. System B" involves the use of a spot coat of an epoxy zinc-rich primer on all areas of bare metal, followed by a full coat of an epoxy penetrating sealer and a full coat of urethane. This system is intended for overcoating existing coatings when the adjacent steel is coated to bare metal with System B or System B'.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The penetrating sealer shall be a high-solids, low viscosity epoxy material. The finish shall be an aliphatic acrylic urethane finish with total isocyanate group content (by percentage, pigment free basis) of 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare the surfaces designated to be overcoated by low or high pressure water cleaning, supplemented by scrubbing with stiff-bristled, non-metallic scrub brushes to remove all surface debris, chalk, and deteriorated coatings. Supplement the water cleaning with power tool cleaning to SSPC-SP 15, Commercial Grade Power Tool Cleaning in areas of corrosion or damaged coating. Thoroughly and uniformly hand/power sand the existing intact coating to remove the gloss and completely roughen the existing finish. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

## COATING SYSTEMS AND COATING THICKNESS

Coating materials are shown below. The dry film thickness for each coat of this paint system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Spot Primer: 3-5 mils  
Sealer: 1-2 mils  
Finish: 2-3 mils

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for resolution.

Spot Primer - 24 hours minimum, 30 days maximum  
Sealer - 24 hours minimum, 7 days maximum  
Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application).

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM B"  
(OVERCOATING)  
SPOT EPOXY ZINC-RICH PRIMER / EPOXY PENETRATING SEALER /  
URETHANE FINISH**

Manufacturer	Coat	Product
Ameron	Spot Primer (3-pak)	Amercoat 68HS <sup>1</sup>
	Sealer	Amerlock Sealer
	Finish	Amercoat 450H <sup>4</sup>
Carboline	Spot Primer (3-pak)	Carbozinc 859 <sup>2</sup>
	Sealer	Rustbond Series
	Finish	Carbothane 133LH
ICI-Devoe Coatings	Spot Primer (2-pak)	Catha-Coat 313 <sup>3</sup>
	Sealer	Pre-Prime 167
	Finish	Devthane 359 <sup>4</sup>
MAB	Spot Primer (3-pak)	Ply-Tile Epoxy Organic Zinc Rich Primer <sup>3</sup>
	Sealer	Ply-Tile Rust Seal
	Finish	Ply-Thane 890 HS
Sherwin-Williams	Spot Primer (2-pak)	Zinc Clad III HS <sup>2</sup>
	Sealer	Macropoxy 920
	Finish	Acrolon 218 HS
<sup>1</sup> Primer - Slip A Coefficient		
<sup>2</sup> Primer - Slip B Coefficient		
<sup>3</sup> Primer - Slip not identified		
<sup>4</sup> Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.		

**PAINT SYSTEM C and C'**  
**(TOTAL COATING REPLACEMENT)**  
**MOISTURE-CURE URETHANE (MCU) ZINC PRIMER /**  
**MCU INTERMEDIATE / MCU FINISH**

**DESCRIPTION**

This system is used for the repainting of existing steel prepared by abrasive blast cleaning. Paint System C involves the use of a stripe and full coat of moisture cure urethane (MCU) zinc, a stripe and full coat of MCU intermediate, and a full coat of MCU finish.

System C' involves the use of a stripe and full coat of MCU zinc, a stripe coat of MCU penetrating sealer, a full coat of MCU intermediate, and a full coat of MCU finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The MCU zinc primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be an MCU material with a minimum of 25% natural or synthetic lamellar micaceous iron oxide (MIO), by weight of pigment. The finish coat shall be an aliphatic acrylic MCU material. For System C', an MCU penetrating sealer coat is used between the prime and intermediate coats. The sealer shall be a high solids, low viscosity MCU material. The total isocyanate group content (by percentage, pigment free basis) shall be as follows: primer 4%, intermediate/sealer 4%, and finish 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare the surfaces to SSPC-SP 10, Near White Blast Cleaning, unless stipulated otherwise in the Special Requirements. Provide an angular surface profile of 2.0 to 4.5 mils. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 35°F to 100°F

Dew Point - Surface temperature above the dew point and no visible moisture or dew present

Relative Humidity (RH) - 30% to 99%

## COATING SYSTEMS AND COATING THICKNESS

Coating materials are shown on the next page. The dry film thickness for this System shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-4 mils

Sealer\*: 1-2 mils

Intermediate: 3-5 mils

Finish: 3-4 mils

\*Sealer used for System C' only.

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer - 24 hours minimum, 30 days maximum

Sealer\* - 24 hours minimum, 30 days maximum

Intermediate - 24 hours minimum, 30 days maximum

Finish - 24 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

\*Sealer used for System C' only.

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.

- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

**PAINT SYSTEM C AND C'**  
**(TOTAL COATING REPLACEMENT)**  
**MOISTURE CURE URETHANE (MCU) ZINC PRIMER /**  
**MCU INTERMEDIATE / MCU FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>
Sherwin-Williams	Primer	Corothane I GalvaPak B65G10/B69D210
	Sealer*	Corothane I Preprime B65C10
	Intermediate	Corothane I MIO- Aluminum B65S14
	Finish	Corothane I HS B65-50
Wasser	Primer	MC-Zinc
	Sealer*	MC-Prepbond
	Intermediate	MC-Ferox B
	Finish	MC-Luster

\*Note: The sealer is used for System C' only.

**PAINT SYSTEM D and D'**  
**(TOTAL COATING REPLACEMENT OR OVERCOATING)**  
**MOISTURE-CURE URETHANE (MCU) ALUMINUM /**  
**MCU INTERMEDIATE / MCU FINISH**

**DESCRIPTION**

This system is used for the repainting of existing steel prepared by abrasive blast cleaning or power tool cleaning. It may also be used for overcoating an existing intact system, including cables. System D involves the use of a stripe and full coat of moisture cure urethane (MCU) aluminum, a stripe and full coat of MCU intermediate, and a full coat of MCU finish.

System D' involves the use of a stripe and full coat of MCU aluminum, a stripe coat of MCU penetrating sealer, a full coat of MCU intermediate, and a full coat of MCU finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The primer shall be an MCU aluminum material. The intermediate coat shall be an MCU material. The finish coat shall be an aliphatic acrylic MCU material. For System D', an MCU penetrating sealer coat is used between the prime and intermediate coats (or prior to the primer if stipulated in the Special Requirements). The sealer ~~material~~ shall be a high solids, low viscosity MCU material. Total coating binder solids of polyisocyanate by weight shall be as follows: primer 4%, sealer/intermediate 4%, and finish 2%. The prime and intermediate coats (excluding sealer) shall contain not less than 25% natural or synthetic lamellar micaceous iron oxide (MIO), by weight of pigment. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

When completely replacing a coating system, remove all existing paint in accordance with SSPC-SP 6, Commercial Blast Cleaning, unless stipulated otherwise in the Special Requirements. Provide an angular surface profile of 2.0 to 4.5 mils.

When used for overcoating, prepare localized corrosion and deteriorated coating in accordance with SP 6 or SSPC-SP 3, Power Tool Cleaning. Prepare the remaining intact coating by pressure washing.

When used on cables, conduct water washing and scrubbing with stiff bristled non-metallic scrub brushes to remove all surface debris, chalk, and loose deteriorated coatings. Do not use pressurized water in excess of 150 psi. Supplement the water cleaning with hand tools in accordance with SSPC-SP 2, "Hand Tool Cleaning." Use power tool cleaning in accordance with SSPC-SP 3, "Power Tool Cleaning" only upon specific approval of the Engineer.

Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

### **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 35°F to 100°F

Dew Point - Surface temperature above the dew point and no visible moisture or dew present

Relative Humidity (RH) – 30% to 99%

### **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness shall be as follows (if the selected manufacturer recommends a different thickness range, provide the range to the Engineer in writing for resolution):

Primer: 2-3 mils

Sealer\*: 1-2 mils

Intermediate: 3-5 mils

Finish: 3-4 mils

\*Sealer used for System D' only (Note, when specified in the Special Requirements, apply the sealer coat before the application of the primer rather than after).

### **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 6 hours minimum, 24 hours maximum

Sealer\* - 24 hours minimum, 30 days maximum

Intermediate - 24 hours minimum, 30 days maximum

Finish - 24 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

\*Sealer used for System D' only. (Note, when specified in the Special Requirements, apply the seal coat before the application of the primer rather than after).



## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

**PAINT SYSTEM D and D'**  
**(TOTAL COATING REPLACEMENT OR OVERCOATING)**  
**MOISTURE CURE URETHANE (MCU) ALUMINUM PRIMER /**  
**MCU INTERMEDIATE / MCU FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>
Sherwin-Williams	Primer	Corothane I MIO- Aluminum B65S14
	Sealer*	Corothane I Preprime B65C10
	Intermediate	Corothane I IronOx B
	Finish	Corothane I HS B65-50
Wasser	Primer	MC-MIO Aluminum
	Sealer*	MC-Prepbond
	Intermediate	Ferrox B
	Finish	MC-Luster

\*Sealer used for System D' only. When specified in the Special Requirements, apply the seal coat prior to the application of the primer.

**PAINT SYSTEM E  
(OVERCOATING)  
ALKYD PRIMER / ALKYD INTERMEDIATE / SILICONE ALKYD FINISH**

**DESCRIPTION**

This system is used for the spot repair and overcoating of existing intact coatings. The silicone alkyd modification in the finish provides a higher degree of color and gloss retention than an unmodified alkyd. System E involves the application of a spot coat of alkyd primer, a full coat of alkyd intermediate, and a full coat of silicone alkyd finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The primer shall be a medium or long oil length alkyd. The intermediate and finish coats shall be medium or long oil length alkyds, with a minimum of 30% silicone modification in the finish. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare localized corrosion and deteriorated coating in accordance with SSPC-SP 6, Commercial Blast Cleaning or SSPC-SP 3, Power Tool Cleaning, unless stipulated otherwise in the Special Requirements. Prepare the remaining intact coating by pressure washing.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 30% to 80%

**COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 2-3 mils

Intermediate: 3-5 mils

Finish: 3-4 mils

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50%RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 24 hours minimum, 30 days maximum

Intermediate – 24 hours minimum, 30 days maximum

Finish – 24 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a “standard of quality.” Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM E  
(OVERCOATING)  
ALKYD PRIMER / ALKYD INTERMEDIATE / SILICONE ALKYD FINISH**

<b>Manufacturer</b>	<b>Coat</b>	<b>Product</b>
Carboline	Primer	Carbocoat 2900
	Intermediate	Carbocoat 2900
	Finish	Carbocoat 30R
Keeler & Long	Primer	Tri-Polar Primer KL6040 Series
	Intermediate	Tri-Polar Primer KL6040 Series
	Finish	Kolor-Sil Enamel KLF Series
Sherwin-Williams	Primer	Kem Bond HS Universal Metal Primer
	Intermediate	Kem Bond HS Universal Metal Primer
	Finish	Steel Master 9500

**PAINT SYSTEM F  
(OVERCOATING)  
ALKYD PRIMER / ALUMINUM ALKYD FINISH**

**DESCRIPTION**

This system is typically used for the spot repair and overcoating of cables or bridge steel. For cables, the system involves the application of a full coat of alkyd primer and a full coat of aluminum alkyd finish. For bridge steel, the system involves the application of a spot coat of alkyd primer followed by a full coat of alkyd primer and a full coat of aluminum alkyd finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The primer and finish coats shall be medium to long-oil length alkyds. The finish coat shall have leafing aluminum pigments. Refer to NYSDOT Standard Specifications Section 708-08 "Ready Mixed Aluminum Paint" and SSPC Paint Specification No. 102 (Leafing – Type I) for other requirements of this material. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Cables – Conduct water washing and scrubbing of the cables with stiff bristled non-metallic scrub brushes to remove all surface debris, chalk, oxidized aluminum pigment, and loose deteriorated coatings in accordance with Section 3.09I. Do not use pressurized water in excess of 150 psi. Supplement the water cleaning with hand tools in accordance with SSPC-SP 2, "Hand Tool Cleaning." Use power tool cleaning in accordance with SSPC-SP 3, "Power Tool Cleaning," only upon specific approval of the Engineer.

Bridge Steel – Prepare the surfaces by low or high pressure water cleaning, supplemented by scrubbing with stiff-bristled, non-metallic scrub brushes to remove all surface debris, chalk, oxidized aluminum pigment, and deteriorated coatings in accordance with Section 3.09K. Thoroughly power tool clean rusted areas and loose paint in accordance with SSPC-SP 3, "Power Tool Cleaning." Feather the edges.

Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

## **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 30% to 80%

## **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer spot coat (steel only):	2-4 mils
Primer full coat (steel and cables):	2-4 mils
Finish (steel and cables):	1-1.5 mils

## **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50%RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 24 hours minimum, 30 days maximum  
Finish – minimum of 24 hours, 30 days maximum

## **EQUIVALENT SYSTEMS**

The following specified products are designated solely as a “standard of quality.” Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.

- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM F  
(OVERCOATING)  
ALKYD PRIMER / ALUMINUM ALKYD FINISH**

<b><u>Manufacturer</u></b>	<b><u>Coat</u></b>	<b><u>Product</u></b>
Carboline	Primer	Carbocoat 2900
	Finish	Carbocoat 139 Aluminum
Keeler & Long	Primer	Tri-Polar Primer KL6040 Series
	Finish	B-1 Series 0992 Aluminum
Sherwin-Williams	Primer	Kem Bond HS Universal Metal Primer
	Finish	Silver-Brite Aluminum Paint



**PAINT SYSTEM G**  
**(TOTAL COATING REPLACEMENT)**  
**ALUMINUM EPOXY MASTIC PRIMER / EPOXY INTERMEDIATE / URETHANE**  
**FINISH**

**DESCRIPTION**

This system is used for steel that is completely blast cleaned with all coats applied in the field. System G involves the application of a stripe and full coat of aluminum epoxy mastic, full coat of epoxy intermediate, and a full coat of urethane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e. <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The primer shall be a surface tolerant aluminum epoxy mastic. The intermediate coat shall be a high build epoxy polyamide. The finish shall be an aliphatic acrylic urethane finish with total isocyanate group content (by percentage, pigment free basis) of 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare the surfaces to SSPC-SP 6, Commercial Blast Cleaning. Provide an angular surface profile of 2.0 to 4.5 mils. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements, for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 50°F to 100°F

Dew Point - Surface temperature at least 5F above the dew point

Relative Humidity (RH) - less than 85%

**COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-5 mils  
Intermediate: 3-5 mils  
Finish: 2-3 mils

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer - 24 hours minimum, 30 days maximum

Intermediate - 8 hours minimum, 30 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM G  
(TOTAL COATING REPLACEMENT)  
ALUMINUM EPOXY MASTIC PRIMER/ EPOXY INTERMEDIATE / URETHANE  
FINISH**

Manufacturer	Coat	Product
Ameron	Primer	Amerlock 2 AL
	Intermediate	Amerlock 2
	Finish	Amercoat 450 H <sup>1</sup>
Carboline	Primer	Carbomastic 90
	Intermediate	Carboguard 888
	Finish	Carbothane 133LH
Keeler & Long	Primer	Kolormastic II KL1800
	Intermediate	Kolor-Poxy Fast Dry Primer KLC3250 Series
	Finish	Acrythane High Build KLYC650
MAB	Primer	Ply-Mastic Epoxy (044054 Aluminum)
	Intermediate	Ply-Mastic 650
	Finish	Ply-Thane 890 HS
Sherwin-Williams	Primer	Epoxy Mastic Aluminum II
	Intermediate	Macropoxy 646
	Finish	Acrolon 218 HS
<sup>1</sup> Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.		

**PAINT SYSTEM I  
(REPAINTING I BARS)  
LOCALIZED CRYSTALLINE CALCIUM SULFONATE (CCS) PENETRATING  
SEALER/FINISH**

**DESCRIPTION**

This system is used for the repainting of existing tensioned steel eye bars and associated structural steel components (eye bar heads, pins, pin collars, pin ends, end caps and nuts). The surfaces are prepared by abrasive blast cleaning and power tool cleaning, followed by application of Paint System B' (Epoxy Zinc-Rich Primer/Epoxy Penetrating Sealer/Epoxy Intermediate/Urethane Finish). Following curing of System B', the two-coat System I shall be applied at pin connection areas and all I-Bar surfaces 5 feet beyond the pin connection. System I is a two-coat crystalline calcium sulfonate (CCS) system consisting of a full coat of penetrating sealer/primer applied as the first coat and a full coat of crystalline calcium sulfonate finish.

**PAINT SYSTEM REQUIREMENTS**

See Paint System B' for the requirements of that system. The calcium sulfonate coatings shall be VOC-compliant in accordance with the current New York Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <340 grams/liter or 2.8 pounds/gallon). The penetrating sealer/primer shall be a one-component surface tolerant modified crystalline calcium sulfonate coating, applied by spray, brush or roller. The topcoat shall be a one-component surface tolerant modified calcium sulfonate coating applied by spray, brush or roller. All coats shall have a higher affinity for metal than does water, and therefore be able to displace water in tight difficult to coat areas (overlapping plates, joints, etc.). All coats shall be ultraviolet (UV) stable. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Prepare I-bars and associated structural steel components to bare steel in accordance with SSPC-SP 10, Near-White Blast Cleaning. Provide an angular surface profile of 2.0 to 4.5 mils. Prior to blast cleaning, remove pack rust using power tools as specified in Section 3.09, with special attention to areas of limited access (e.g., areas where I-bars converge to the pin connection). Limited access areas are defined in Section 3.08. Any existing coating, corrosion, or mill scale allowed to remain in these areas must be tightly adherent. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply System B' according to the requirements of that system. Apply the calcium sulfonate coatings of System I under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 110°F  
Dew Point - Surface temperature at least 5°F above the dew point  
Relative Humidity - up to 90%

## COATING SYSTEMS AND COATING THICKNESS

See System B' for the coating materials and requirements of that system. Coating materials for the calcium sulfonate coatings of System I are shown below. The dry film thickness for each coat of System I shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer/Sealer:	3-5 mils general application thickness, but flood steel joints, crevices, cables, back to back angles, etc.
Finish:	3-5 mils

## RECOAT TIMES

See System B' for the requirements of that system. Maintain the following minimum and maximum recoat times for System I. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer/Sealer - 4 hours minimum, no maximum  
Finish - Not applicable

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.

- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM I  
(REPAINTING I BARS)  
LOCALIZED CRYSTALLINE CALCIUM SULFONATE (CCS) PENETRATING  
SEALER/FINISH**

<b>Manufacturer</b>	<b>Coat</b>	<b>Product</b>
Termarust Technologies	Primer/Sealer	Termarust Series 2200LV Penetrant/Sealer
	Finish	Termarust Series 2100 Self Priming Topcoat
Watson Coatings	Primer/Sealer	Aarmor-Shield AS-8204 (AI) Penetrant (2.8 lb/gal low VOC version)
	Finish	Aarmor-Shield 8300 Series

**PAINT SYSTEM J**  
**(TOTAL COATING REPLACEMENT)**  
**ALUMINUM EPOXY MASTIC PRIMER / EPOXY INTERMEDIATE / URETHANE**  
**FINISH**

**DESCRIPTION**

This system is used for the repainting of steel where all existing coating is removed, but intact mill scale and traces of tightly adherent corrosion are allowed to remain. System J involves the application of a stripe and full coat of aluminum epoxy mastic, full coat of epoxy intermediate, and a full coat of urethane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <340 grams/liter or 2.8 pounds/gallon). The primer shall be a surface tolerant aluminum epoxy mastic. The intermediate coat shall be a high build epoxy polyamide. The finish coat shall be an aliphatic acrylic urethane with total isocyanate group content (by percentage, pigment free basis) of 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

All existing paint shall be removed, but intact mill scale and traces of tightly adherent corrosion are allowed to remain. For areas with active rusting, remove loose rust and loose mill scale in accordance with SSPC-SP 3, Power Tool Cleaning. One or more of the following surface preparation methods may be used to achieve this end result: hand tool cleaning, power tool cleaning, vacuum-shrouded power tool cleaning, chemical stripping, pressurized water jetting, wet abrasive blasting, dry abrasive blast cleaning and/or vacuum blasting. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 50°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

## COATING SYSTEMS AND COATING THICKNESS

Coating materials are shown on the next page. The dry film thickness for each coat of this paint system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-5 mils  
Intermediate: 3-5 mils  
Finish: 2-3 mils

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 24 hours minimum, 30 days maximum

Intermediate – 8 hours minimum, 30 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish – 24 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application).

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a “standard of quality.” Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.



Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Cost associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM J**  
**(TOTAL COATING REPLACEMENT)**  
**ALUMINUM EPOXY MASTIC PRIMER / EPOXY INTERMEDIATE / URETHANE**  
**FINISH**

<b>Manufacturer</b>	<b>Coat</b>	<b>Product</b>
Ameron	Primer	Amerlock 2 AL
	Intermediate	Amerlock 2
	Finish	Amercoat 450H <sup>1</sup>
Carboline	Primer	Carbomastic 90
	Intermediate	Carboguard 888
	Finish	Carbothane 133LH
Keeler & Long	Primer	Kolormastic II KL1800
	Intermediate	KolorPoxy 3200
	Finish	Acrythane High Build KLYC650
MAB	Primer	Ply-Mastic (044054 Aluminum)
	Intermediate	Ply-Mastic 650
	Finish	Ply-Thane 890HS
Sherwin-Williams	Primer	Epoxy Mastic Aluminum II
	Intermediate	Macropoxy 646
	Finish	Acrolon 218 HS

<sup>1</sup>Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.

**PAINT SYSTEM K  
(TOTAL COATING REPLACEMENT)  
EPOXY ZINC-RICH PRIMER / EPOXY INTERMEDIATE / POLYSILOXANE FINISH**

**DESCRIPTION**

This system is used for steel that is completely blast cleaned with all coats applied in the field. Paint System K involves the use of a stripe and full coat of epoxy zinc rich primer/stripe and full coat of epoxy intermediate/and a full coat of polysiloxane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be a high build epoxy polyamide. The finish shall be a polysiloxane. All coatings shall be lead, chromate and cadmium free.

**SURFACE PREPARATION**

Prepare the surfaces to SSPC-SP 10, Near White Blast Cleaning, unless stipulated otherwise in the Special Requirements. Provide an angular surface profile of 2.0 to 4.5 mils. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

**COATING SYSTEMS AND COATING THICKNESS**

Coating materials and the dry film thickness for each coat are provided on the last page. If the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution.

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 24 hours minimum, 30 days maximum

Intermediate - 8 hours minimum, 14 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a “standard of quality.” Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the primer and intermediate components of the system were used together, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them. Submit a reference list of steel structures where the intermediate and finish components were used together.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM K**  
**(TOTAL COATING REPLACEMENT)**  
**EPOXY ZINC RICH PRIMER / EPOXY INTERMEDIATE / POLYSILOXANE FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>	<u>Dry Film Thickness</u>
Ameron	Primer (3-pak)	Amercoat 68 HS <sup>1</sup>	3 to 5 mils
	Intermediate	Amerlock 399	3 to 5 mils
	Finish	PSX 700 H	3 to 7 mils
Carboline	Primer (3-pak)	Carbozinc 859 <sup>2</sup>	3 to 5 mils
	Intermediate	Carboguard 888	3 to 5 mils
	Finish	Carboxane 2000	3 to 7 mils
International Paints	Primer (2-pak)	Interzinc 52 <sup>3</sup>	3 to 5 mils
	Intermediate	Intergard 475HS	3 to 5 mils
	Finish	Interfine 979	4 to 6 mils

<sup>1</sup>Primer - Slip A Coefficient

<sup>2</sup>Primer - Slip B Coefficient

<sup>3</sup>Primer - Slip not identified

**PAINT SYSTEM K'**  
**(TOTAL COATING REPLACEMENT - WITH SEALER)**  
**EPOXY ZINC-RICH PRIMER / EPOXY PENETRATING SEALER / EPOXY**  
**INTERMEDIATE / POLYSILOXANE FINISH**

**DESCRIPTION**

This system is used for steel that is completely blast cleaned with all coats applied in the field. Paint System K' involves a stripe and full coat of epoxy zinc rich primer/stripe coat of epoxy penetrating sealer/full coat of epoxy intermediate/and a full coat of polysiloxane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be a high build epoxy polyamide. The finish shall be a polysiloxane. The penetrating sealer shall be a high-solids, low viscosity epoxy material. All coatings shall be lead, chromate, and cadmium free.

**SURFACE PREPARATION**

Prepare the surfaces to SSPC-SP-10, Near-White Blast Cleaning, unless stipulated otherwise in the Special Provisions. Provide an angular surface profile of 2.0 to 4.5 mils. Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

**COATING SYSTEMS AND COATING THICKNESS**

Coating materials and the dry film thickness for each coat are provided on the last page. If the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution.

## RECOAT TIMES

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for resolution.

Primer - 24 hours minimum, 30 days maximum

Sealer - 24 hours minimum, 7 days maximum

Intermediate - 8 hours minimum, 14 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application).

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the primer and intermediate components of the system were used together, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them. Submit a reference list of steel structures where the intermediate and finish components were used together.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM K'**  
**(TOTAL COATING REPLACEMENT - WITH SEALER)**  
**EPOXY ZINC-RICH PRIMER / EPOXY PENETRATING SEALER / EPOXY**  
**INTERMEDIATE / POLYSILOXANE FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>	<u>Dry Film Thickness</u>
Ameron	Primer (3-pak)	Amercoat 68 HS <sup>1</sup>	3 to 5 mils
	Sealer	Amerlock Sealer	1 to 2 mils
	Intermediate	Amerlock 399	3 to 5 mils
	Finish	PSX 700 H	3 to 7 mils
Carboline	Primer (3-pak)	Carbozinc 859 <sup>2</sup>	3 to 5 mils
	Sealer	Rustbond Series	1 to 2 mils
	Intermediate	Carboguard 888	3 to 5 mils
	Finish	Carboxane 2000	3 to 7 mils
International Paints	Primer (2-pak)	Interzinc 52 <sup>3</sup>	3 to 5 mils
	Sealer	Interbond 600	1 to 2 mils
	Intermediate	Intergard 475HS	3 to 5 mils
	Finish	Interfine 979	4 to 6 mils

<sup>1</sup>Primer - Slip A Coefficient

<sup>2</sup>Primer - Slip B Coefficient

<sup>3</sup>Primer - Slip not identified

**PAINT SYSTEM L  
(TOTAL COATING OF BARE GALVANIZED STEEL)  
SPOT MOISTURE-CURE URETHANE (MCU) ZINC PRIMER / FULL MCU  
INTERMEDIATE / FULL MCU FINISH**

**DESCRIPTION**

This system is used for painting previously unpainted galvanized steel (new and weathered). Paint System L involves the use of a spot coat of an MCU zinc-rich primer on all areas of bare steel, followed by a stripe and full coat of an MCU intermediate, and a full coat of an MCU finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The spot moisture-cure urethane (MCU) zinc primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be an MCU material with a minimum of 25% natural or synthetic lamellar micaceous iron oxide (MIO), by weight of pigment. The finish shall be an aliphatic acrylic MCU material. Total isocyanate group content (by percentage, pigment free basis) shall be as follows: primer 4%, intermediate 4%, and finish 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan. Prior to surface preparation, use a solution of copper sulfate to confirm that oil, chromate treatment, or other passivator is not present on new galvanizing. An acceptable test procedure is provided after the paint system table. If the test result indicates a passivator is present, prepare the surfaces by Sweep Blasting as described below. Repeat the test with copper sulfate to confirm whether the passivator has been removed. If it is present, continue surface preparation until it is removed.

If a passivator is not present on new galvanizing, or if the galvanizing is weathered, prepare the surfaces by Sweep Blasting or Chemical Cleaning, unless stipulated otherwise in the Special Requirements.

**For Sweep Blasting**, prepare the surfaces as specified in ASTM D 6386. Provide dense and uniform roughening of the galvanizing, but use abrasives, pressures, and techniques that minimize the amount of galvanizing that is removed. Prepare areas of corrosion (red rust) in accordance with SSPC-SP 6, Commercial Blast Cleaning.

**For Chemical Cleaning**, initially clean the surfaces by low or high pressure water cleaning. Supplement the water cleaning with power tool cleaning to SSPC-SP 15, Commercial Grade



Power Tool Cleaning in rusted areas. Treat all surfaces with pre-paint cleaner applied in accordance with the manufacturer's published instructions. The pre-paint cleaner material shall consist of a water-reducible phosphoric acid and detergent blend formulated to prepare galvanized surfaces for coating. Dilute the pre-paint cleaner with potable water to the strongest concentration as recommended by the manufacturer. Observe the manufacturer's recommended contact times with the galvanized surfaces being cleaned while constantly scrubbing the cleaner over the surface with a moderately aggressive, synthetic abrasive pad. Thoroughly rinse and neutralize the surface with potable water to achieve a neutral pH of 7. If neutral pH is not achieved re-rinse as necessary. Allow thorough drying of the surface prior to painting. Before coating, remove any white powder or other residues that may occur on the cleaned galvanized surfaces by wiping with a clean, dry, cloth.

### **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 35°F to 100°F

Dew Point - Surface temperature above the dew point and no visible moisture or dew present

Relative Humidity (RH) - 30% to 99%

### **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-4 mils

Intermediate: 3-5 mils

Finish: 3-4 mils

### **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer - 24 hours minimum, 30 days maximum

Intermediate - 24 hours minimum, 30 days maximum

Finish - 24 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM L**  
**(TOTAL COATING OF BARE GALVANIZED STEEL)**  
**SPOT MOISTURE-CURE URETHANE (MCU) ZINC PRIMER / FULL MCU**  
**INTERMEDIATE / FULL MCU FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>
Sherwin-Williams	Spot Primer	Corothane I GalvaPak B65G10/B69D210
	Intermediate	Corothane I MIO-Aluminum B65S14
	Finish	Corothane I HS B65-50
Wasser	Spot Primer	MC-Zinc
	Intermediate	MC-Ferox B
	Finish	MC-Luster

**TEST FOR CHROMATE TREATMENT AND OIL**

New galvanizing may be treated with oil, hexavalent chromium solution, or other passivating treatment to prevent wet storage stain. These treatments can interfere with the adhesion of coatings if not removed. The presence of oil or a passivating treatment can be determined using a copper sulfate solution. Prepare the solution by dissolving 20 grams of copper sulfate crystals in one liter of deionized water. Mark off three adjacent areas on the galvanized surface. Leave one area untouched, solvent wash the second area, and solvent wash/sand the third area. Saturate a cotton swab with the copper sulfate solution and apply to all areas.

If the first area turns black, no oil or passivator is present. If the first area does not turn black, an interference material is present and the second and third areas need to be examined. If the second and third areas turn black at the same time (and in less than 10 seconds), there is no passivator on the surface, but oil is present on the galvanizing that must be removed. If the second area (unsanded, solvent washed) turns slower than the third, or does not turn at all, a passivator is present and must be removed.

**PAINT SYSTEM L'  
(OVERCOATING OF PREVIOUSLY PAINTED GALVANIZED STEEL)  
SPOT MOISTURE-CURE URETHANE (MCU) ZINC PRIMER / FULL MCU  
PENETRATING SEALER / FULL MCU FINISH**

**DESCRIPTION**

This system is used for overcoating previously painted galvanized steel. Paint System L' involves the use of a spot coat of an MCU zinc-rich primer on all areas of bare steel, followed by a full coat of MCU penetrating sealer and a full coat of MCU finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The spot moisture-cure urethane (MCU) zinc primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate sealer shall be a high solids, low viscosity MCU material. The finish shall be an aliphatic acrylic MCU material. Total isocyanate group content (by percentage, pigment free basis) shall be as follows: primer 4%, sealer 4%, and finish 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan. Remove loose coating and prepare the bare galvanized surfaces by pressure washing and power tool cleaning, or Brush-Off Blast Cleaning/Sweep Blasting, unless stipulated otherwise in the Special Requirements.

**For pressure washing**, use Low Pressure Water Cleaning in accordance with SSPC-SP 12 to remove all loose coating. If loose coating remains after cleaning, increase the pressures until all loose coating is removed. Prepare rusted areas in accordance with SSPC-SP 15, Commercial Grade Power Tool Cleaning. Power tool clean (e.g., power sand) exposed galvanized steel in accordance with SSPC-SP 3 to roughen the surface.

**For Brush-Off Blast Cleaning**, subject the entire surface to the abrasive blast to locate and remove all loose coating. For exposed galvanized steel, Sweep Blast the surface in accordance with the requirements of ASTM D 6386. Provide dense and uniform roughening of the galvanizing, but use abrasives, pressures, and techniques that minimize the amount of galvanizing that is removed. Prepare areas of corrosion in accordance with SSPC-SP 6, Commercial Blast Cleaning.

For all methods of preparation, feather the edges of remaining coating until a sound, intact perimeter is achieved.

### **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 35°F to 100°F

Dew Point - Surface temperature above the dew point - no visible moisture or dew present

Relative Humidity (RH) - 30% to 99%

### **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-4 mils

Sealer: 1-2 mils

Finish: 3-4 mils

### **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer - 24 hours minimum, 30 days maximum

Sealer - 24 hours minimum, 30 days maximum

Finish - 24 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

### **EQUIVALENT SYSTEMS**

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.

- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM L'**  
**(OVERCOATING OF PREVIOUSLY PAINTED GALVANIZED STEEL)**  
**SPOT MOISTURE-CURE URETHANE (MCU) ZINC PRIMER / FULL MCU**  
**PENETRATING SEALER / FULL MCU FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>
Sherwin-Williams	Spot Primer	Corothane I GalvaPak B65G10/B69D210
	Sealer	Corothane I Preprime B65C10
	Finish	Corothane I HS B65-50
Wasser	Spot Primer	MC-Zinc
	Sealer	MC-Prepbond
	Finish	MC-Luster

**PAINT SYSTEM M**  
**(TOTAL COATING OF BARE GALVANIZED STEEL)**  
**SPOT EPOXY ZINC-RICH PRIMER / FULL EPOXY INTERMEDIATE / FULL**  
**URETHANE FINISH**

**DESCRIPTION**

This system is used for painting previously unpainted galvanized steel (new and weathered). Paint System M involves the use of a spot coat of epoxy zinc rich primer on areas of bare steel, a stripe and full coat of epoxy intermediate, and a full coat of urethane finish. This system is intended for coating galvanized steel when the adjacent carbon steel is coated with System B or System B'.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The spot epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be a high build epoxy polyamide. The finish shall be an aliphatic acrylic urethane with total isocyanate group content (by percentage, pigment free basis) of 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan. Prior to surface preparation, use a solution of copper sulfate to confirm that oil, chromate treatment, or other passivator is not present on new galvanizing. An acceptable test procedure is provided after the paint system table. If the test result indicates a passivator is present, prepare the surfaces by Sweep Blasting as described below. Repeat the test with copper sulfate to confirm whether the passivator has been removed. If it is present, continue surface preparation until it is removed.

If a passivator is not present on new galvanizing, or if the galvanizing is weathered, prepare the surfaces by Sweep Blasting or Chemical Cleaning, unless stipulated otherwise in the Special Requirements.

**For Sweep Blasting**, prepare the surfaces as specified in ASTM D 6386. Provide dense and uniform roughening of the galvanizing, but use abrasives, pressures, and techniques that minimize the amount of galvanizing that is removed. Prepare areas of corrosion (red rust) in accordance with SSPC-SP 6, Commercial Blast Cleaning.

**For Chemical Cleaning**, initially clean the surfaces by low or high pressure water cleaning. Supplement the water cleaning with power tool cleaning to SSPC-SP 15, Commercial Grade Power Tool Cleaning in rusted areas. Treat all surfaces with pre-paint cleaner applied in accordance with the manufacturer's published instructions. The pre-paint cleaner material shall consist of a water-reducible phosphoric acid and detergent blend formulated to prepare galvanized surfaces for coating. Dilute the pre-paint cleaner with potable water to the strongest concentration as recommended by the manufacturer. Observe the manufacturer's recommended contact times with the galvanized surfaces being cleaned while constantly scrubbing the cleaner over the surface with a moderately aggressive, synthetic abrasive pad. Thoroughly rinse and neutralize the surface with potable water to achieve a neutral pH of 7. If neutral pH is not achieved re-rinse as necessary. Allow thorough drying of the surface prior to painting. Before coating, remove any white powder or other residues that may occur on the cleaned galvanized surfaces by wiping with a clean, dry, cloth.

### **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

### **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. The dry film thickness for each coat of this system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 3-5 mils

Intermediate: 3-5 mils

Finish: 2-3 mils

### **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer - 24 hours minimum, 30 days maximum

Intermediate - 8 hours minimum, 30 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)



## EQUIVALENT SYSTEMS

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM M**  
**(TOTAL COATING OF BARE GALVANIZED STEEL)**  
**SPOT EPOXY ZINC-RICH PRIMER / FULL EPOXY INTERMEDIATE / FULL**  
**URETHANE FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>
Ameron	Spot Primer (3-pak)	Amercoat 68 HS
	Intermediate	Amerlock 399
	Finish	Amercoat 450 H <sup>1</sup>
Carboline	Spot Primer (3-pak)	Carbozinc 859
	Intermediate	Carboguard 888
	Finish	Carbothane 133LH
ICI-Devoe Coatings	Spot Primer (2-pak)	Cathacoat 313
	Intermediate	Devran 224 HS
	Finish	Devthane 359 <sup>1</sup>
MAB	Spot Primer (3-pak)	Ply-Tile Epoxy Organic Zinc Rich Primer
	Intermediate	Ply-Mastic 650
	Finish	Ply-Thane 890HS
Sherwin-Williams	Spot Primer (2-pak)	Zinc Clad III HS
	Intermediate	Macropoxy 646
	Finish	Acrolon 218 HS

<sup>1</sup>Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.

**TEST FOR CHROMATE TREATMENT AND OIL**

New galvanizing may be treated with oil, hexavalent chromium solution, or other passivating treatment to prevent wet storage stain. These treatments can interfere with the adhesion of coatings if not removed. The presence of oil or a passivating treatment can be determined using a copper sulfate solution. Prepare the solution by dissolving 20 grams of copper sulfate crystals in one liter of deionized water. Mark off three adjacent areas on the galvanized surface. Leave one area untouched, solvent wash the second area, and solvent wash/sand the third area. Saturate a cotton swab with the copper sulfate solution and apply to all areas.

If the first area turns black, no oil or passivator is present. If the first area does not turn black, an interference material is present and the second and third areas need to be examined. If the second and third areas turn black at the same time (and in less than 10 seconds), there is no passivator on the surface, but oil is present on the galvanizing that must be removed. If the second area (unsanded, solvent washed) turns slower than the third, or does not turn at all, a passivator is present and must be removed.

**PAINT SYSTEM M'**  
**(OVERCOATING OF PREVIOUSLY PAINTED GALVANIZED STEEL)**  
**SPOT EPOXY ZINC-RICH PRIMER / FULL EPOXY PENETRATING SEALER /**  
**FULL URETHANE FINISH**

**DESCRIPTION**

This system is used for overcoating previously painted galvanized steel. Paint System M' involves the use of a spot coat of epoxy zinc-rich primer on all areas of bare steel, followed by a full coat of epoxy penetrating sealer and a full coat of urethane.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The spot epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The penetrating sealer shall be a high-solids, low viscosity epoxy material. The finish shall be an aliphatic acrylic urethane finish with total isocyanate group content (by percentage, pigment free basis) of 2%. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan. Remove loose coating and prepare the bare galvanized surfaces by pressure washing and power tool cleaning, or Brush-Off Blast Cleaning/Sweep Blasting, unless stipulated otherwise in the Special Requirements.

**For pressure washing**, use Low Pressure Water Cleaning in accordance with SSPC-SP 12 to remove all loose coating. If loose coating remains after cleaning, increase the pressures until all loose coating is removed. Prepare rusted areas in accordance with SSPC-SP 15, Commercial Grade Power Tool Cleaning. Power tool clean (e.g., power sand) exposed galvanized steel in accordance with SSPC-SP 3 to roughen the surface.

**For Brush-Off Blast Cleaning**, subject the entire surface to the abrasive blast to locate and remove all loose coating. For exposed galvanized steel, Sweep Blast the surface in accordance with the requirements of ASTM D 6386. Provide dense and uniform roughening of the galvanizing, but use abrasives, pressures, and techniques that minimize the amount of galvanizing that is removed. Prepare areas of corrosion in accordance with SSPC-SP 6, Commercial Blast Cleaning.

For all methods of preparation, feather the edges of remaining coating until a sound, intact perimeter is achieved.

## **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

## **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown below. The dry film thickness for each coat of this paint system shall be as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Spot Primer: 3-5 mils

Sealer: 1-2 mils

Finish: 2-3 mils

## **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for resolution.

Spot Primer - 24 hours minimum, 30 days maximum

Sealer - 24 hours minimum, 7 days maximum

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application).

## **EQUIVALENT SYSTEMS**

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.

- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM M'  
(OVERCOATING OF PREVIOUSLY PAINTED GALVANIZED STEEL)  
SPOT EPOXY ZINC-RICH PRIMER / FULL EPOXY PENETRATING SEALER /  
FULL URETHANE FINISH**

Manufacturer	Coat	Product
Ameron	Spot Primer (3-pak)	Amercoat 68HS
	Sealer	Amerlock Sealer
	Finish	Amercoat 450H <sup>1</sup>
Carboline	Spot Primer (3-pak)	Carbozinc 859
	Sealer	Rustbond Series
	Finish	Carbothane 133LH
ICI-Devoe Coatings	Spot Primer (2-pak)	Catha-Coat 313
	Sealer	Pre-Prime 167
	Finish	Devthane 359 <sup>1</sup>
MAB	Spot Primer (3-pak)	Ply-Tile Epoxy Organic Zinc
	Sealer	Ply-Tile Rust Seal
	Finish	Ply-Thane 890 HS
Sherwin-Williams	Spot Primer (2-pak)	Zinc Clad III HS
	Sealer	Macropoxy 920
	Finish	Acrolon 218 HS

<sup>1</sup>Finish is gloss. If semi-gloss or satin are required, consult the manufacturer.

**PAINT SYSTEM N**  
**(TOTAL COATING OF BARE GALVANIZED STEEL)**  
**SPOT EPOXY ZINC-RICH PRIMER / FULL EPOXY INTERMEDIATE / FULL**  
**POLYSILOXANE FINISH**

**DESCRIPTION**

This system is used for painting previously unpainted galvanized steel (new and weathered). It involves the use of a spot coat of epoxy zinc rich primer on areas of bare steel, a stripe and full coat of epoxy intermediate, and a full coat of polysiloxane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The intermediate coat shall be a high build epoxy polyamide. The finish shall be a polysiloxane. All coatings shall be lead, chromate and cadmium free.

**SURFACE PREPARATION**

Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan. Prior to surface preparation, use a solution of copper sulfate to confirm that oil, chromate treatment, or other passivator is not present on new galvanizing. An acceptable test procedure is provided after the paint system table. If the test result indicates a passivator is present, prepare the surfaces by Sweep Blasting as described below. Repeat the test with copper sulfate to confirm whether the passivator has been removed. If it is present, continue surface preparation until it is removed.

If a passivator is not present on new galvanizing, or if the galvanizing is weathered, prepare the surfaces by Sweep Blasting or Chemical Cleaning, unless stipulated otherwise in the Special Requirements.

**For Sweep Blasting**, prepare the surfaces as specified in ASTM D 6386. Provide dense and uniform roughening of the galvanizing, but use abrasives, pressures, and techniques that minimize the amount of galvanizing that is removed. Prepare areas of corrosion (red rust) in accordance with SSPC-SP 6, Commercial Blast Cleaning.

**For Chemical Cleaning**, initially clean the surfaces by low or high pressure water cleaning. Supplement the water cleaning with power tool cleaning to SSPC-SP 15, Commercial Grade Power Tool Cleaning in rusted areas. Treat all surfaces with pre-paint cleaner applied in accordance with the manufacturer's published instructions. The pre-paint cleaner material shall

consist of a water-reducible phosphoric acid and detergent blend formulated to prepare galvanized surfaces for coating. Dilute the pre-paint cleaner with potable water to the strongest concentration as recommended by the manufacturer. Observe the manufacturer's recommended contact times with the galvanized surfaces being cleaned while constantly scrubbing the cleaner over the surface with a moderately aggressive, synthetic abrasive pad. Thoroughly rinse and neutralize the surface with potable water to achieve a neutral pH of 7. If neutral pH is not achieved re-rinse as necessary. Allow thorough drying of the surface prior to painting. Before coating, remove any white powder or other residues that may occur on the cleaned galvanized surfaces by wiping with a clean, dry, cloth.

### **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

### **COATING SYSTEMS AND COATING THICKNESS**

Coating materials and the dry film thickness for each coat are provided on the last page. If the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution.

### **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer - 24 hours minimum, 30 days maximum

Intermediate - 8 hours minimum, 14 days maximum (application of finish coat beyond this time may require additional preparation as specified by the manufacturer)

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application)

### **EQUIVALENT SYSTEMS**

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the

proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the primer and intermediate components of the system were used together, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them. Submit a reference list of steel structures where the intermediate and finish components were used together.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.



**PAINT SYSTEM N**  
**(TOTAL COATING OF BARE GALVANIZED STEEL)**  
**SPOT EPOXY ZINC RICH PRIMER / FULL EPOXY INTERMEDIATE / FULL**  
**POLYSILOXANE FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>	<u>Dry Film Thickness</u>
Ameron	Spot Primer (3-pak)	Amercoat 68 HS	3 to 5 mils (spot coat)
	Intermediate	Amerlock 399	3 to 5 mils (full coat)
	Finish	PSX 700 H	3 to 7 mils (full coat)
Carboline	Spot Primer (3-pak)	Carbozinc 859	3 to 5 mils (spot coat)
	Intermediate	Carboguard 888	3 to 5 mils (full coat)
	Finish	Carboxane 2000	3 to 7 mils (full coat)
International Paints	Spot Primer (2-pak)	Interzinc 52	3 to 5 mils (spot coat)
	Intermediate	Intergard 475HS	3 to 5 mils (full coat)
	Finish	Interfine 979	4 to 6 mils (full coat)

**TEST FOR CHROMATE TREATMENT AND OIL**

New galvanizing may be treated with oil, hexavalent chromium solution, or other passivating treatment to prevent wet storage stain. These treatments can interfere with the adhesion of coatings if not removed. The presence of oil or a passivating treatment can be determined using a copper sulfate solution. Prepare the solution by dissolving 20 grams of copper sulfate crystals in one liter of deionized water. Mark off three adjacent areas on the galvanized surface. Leave one area untouched, solvent wash the second area, and solvent wash/sand the third area. Saturate a cotton swab with the copper sulfate solution and apply to all areas.

If the first area turns black, no oil or passivator is present. If the first area does not turn black, an interference material is present and the second and third areas need to be examined. If the second and third areas turn black at the same time (and in less than 10 seconds), there is no passivator on the surface, but oil is present on the galvanizing that must be removed. If the second area (unsanded, solvent washed) turns slower than the third, or does not turn at all, a passivator is present and must be removed.

**PAINT SYSTEM N'**  
**(OVERCOATING OF PREVIOUSLY PAINTED GALVANIZED STEEL)**  
**SPOT EPOXY ZINC-RICH PRIMER / FULL EPOXY PENETRATING**  
**SEALER / FULL POLYSILOXANE FINISH**

**DESCRIPTION**

This system is used for overcoating previously painted galvanized steel. It involves the use of a spot coat of epoxy zinc rich primer, a full coat of epoxy penetrating sealer, and a full coat of polysiloxane finish.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <500 grams/liter or 4.2 pounds/gallon for metallic pigmented coatings and <340 grams/liter or 2.8 pounds/gallon for industrial maintenance coatings). The epoxy zinc-rich primer shall be in compliance with SSPC Paint 20 (Type II) with a minimum 80% zinc content in the dry film. The penetrating sealer shall be a high-solids, low viscosity epoxy material. The finish shall be a polysiloxane. All coatings shall be lead, chromate, and cadmium free.

**SURFACE PREPARATION**

Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan. Remove loose coating and prepare the bare galvanized surfaces by pressure washing and power tool cleaning, or Brush-Off Blast Cleaning/Sweep Blasting, unless stipulated otherwise in the Special Requirements.

For pressure washing, use Low Pressure Water Cleaning in accordance with SSPC-SP 12 to remove all loose coating. If loose coating remains after cleaning, increase the pressures until all loose coating is removed. Prepare rusted areas in accordance with SSPC-SP 15, Commercial Grade Power Tool Cleaning. Power tool clean (e.g., power sand) exposed galvanized steel in accordance with SSPC-SP 3 to roughen the surface.

For Brush-Off Blast Cleaning, subject the entire surface to the abrasive blast to locate and remove all loose coating. For exposed galvanized steel, Sweep Blast the surface in accordance with the requirements of ASTM D 6386. Provide dense and uniform roughening of the galvanizing, but use abrasives, pressures, and techniques that minimize the amount of galvanizing that is removed. Prepare areas of corrosion in accordance with SSPC-SP 6, Commercial Blast Cleaning.

For all methods of preparation, feather the edges of remaining coating until a sound, intact perimeter is achieved.

## **AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 40°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

## **COATING SYSTEMS AND COATING THICKNESS**

Coating materials and the dry film thickness for each coat are provided on the last page. If the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution.

## **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for resolution.

Primer - 24 hours minimum, 30 days maximum

Sealer - 24 hours minimum, 7 days maximum

Finish - 8 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application).

## **EQUIVALENT SYSTEMS**

The following specified products are designated solely as a "standard of quality." Equivalent products may be used as approved by NYCDOT. Equivalency can be established through completion of NTPEP testing, including the required field history, provided the test results equal or exceed the results achieved by systems in this table that have completed NTPEP testing. If the proposed system does not have appropriate NTPEP testing/field history, the proposed system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the primer and intermediate components of the system were used together, and the name,

telephone number, and contact person of the bridge owner and Contractor who applied them. Submit a reference list of steel structures where the intermediate and finish components were used together.

- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Costs associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM N'**  
**(OVERCOATING OF PREVIOUSLY PAINTED GALVANIZED STEEL)**  
**SPOT EPOXY ZINC-RICH PRIMER / FULL EPOXY PENETRATING**  
**SEALER / FULL POLYSILOXANE FINISH**

<u>Manufacturer</u>	<u>Coat</u>	<u>Product</u>	<u>Dry Film Thickness</u>
Ameron	Spot Primer (3-pak)	Amercoat 68 HS	3 to 5 mils (spot coat)
	Sealer	Amerlock Sealer	1 to 2 mils (full coat)
	Finish	PSX 700 H	3 to 7 mils (full coat)
Carboline	Spot Primer (3-pak)	Carbozinc 859	3 to 5 mils (spot coat)
	Sealer	Rustbond Series	1 to 2 mils (full coat)
	Finish	Carboxane 2000	3 to 7 mils (full coat)
International Paints <sup>1</sup>	Spot Primer (2-pak)	Interzinc 52	3 to 5 mils (spot coat)
	Epoxy	Intergard 870HS	3 to 5 mils (full coat)
	Finish	Interfine 979	4 to 6 mils (full coat)

1 - The International system utilizes a full coat of epoxy rather than penetrating sealer. International does not have testing for a two coat sealer/polysiloxane system (Interbond 600/Interfine 979).

**PAINT SYSTEM O**  
**(COATING OF BARE AND PREVIOUSLY PAINTED CONCRETE)**  
**ACRYLIC PRIMER / ACRYLIC FINISH**

**DESCRIPTION**

This system consists of the field Surface Preparation and application of a two-coat waterborne acrylic paint system. This system is typically applied to new or bare unpainted concrete, or to overcoat concrete previously painted with an acrylic system.

**PAINT SYSTEM REQUIREMENTS**

The paint system shall be VOC-compliant in accordance with the current New York State Department of Environmental Conservation Regulation for Architectural and Industrial Maintenance (AIM) Coatings, 6 NYCRR Part 205 (i.e., <340 grams/liter or 2.8 pounds/gallon). The primer and finish coats shall be waterborne 100% acrylic coatings. All coatings shall be lead and chromate free.

**SURFACE PREPARATION**

Remove grease, oil, and similar interference material from bare concrete surfaces by water cleaning, detergent water cleaning, or steam cleaning in accordance with ASTM D4258.

When the preparation of uncoated concrete or complete removal of an existing coating is specified, remove all paint, laitance, efflorescence, loose concrete, concrete fins, and other surface irregularities by mechanical abrading (power tool cleaning), water blast cleaning, or abrasive blast cleaning in accordance with ASTM D4259.

When overcoating is specified, remove all loose coating and loose materials by mechanical abrading (power tool cleaning), water blast cleaning, or abrasive blast cleaning in accordance with ASTM D4259. Prepare the remaining intact coating by pressure washing.

Note that heavy deposits of pigeon droppings may be present. Remove any pigeon droppings prior to surface preparation in accordance with the approved Histoplasmosis Plan.

**AMBIENT CONDITIONS**

Apply the coatings under the following ambient conditions (if the selected manufacturer recommends different requirements for ambient conditions, provide the recommendations to the Engineer in writing for resolution):

Air and Surface Temperature - 50°F to 100°F

Dew Point - Surface temperature at least 5°F above the dew point

Relative Humidity (RH) - 10% to 85%

## **COATING SYSTEMS AND COATING THICKNESS**

Coating materials are shown on the next page. Apply both coats to the entire concrete surface (for bare concrete as well as overcoating). The dry film thickness for each coat is as follows (if the selected manufacturer recommends a different thickness range, provide the recommendation to the Engineer in writing for resolution):

Primer: 2-4 mils  
Finish: 2-4 mils

## **RECOAT TIMES**

Maintain the following minimum and maximum recoat times for each coat. These times are based on approximately 75°F and 50% RH. If the selected manufacturer recommends different recoat times, provide the recommendation to the Engineer in writing for a resolution.

Primer – 4 hours minimum, 30 days maximum

Finish – 4 hours minimum, 30 days maximum (additional coats or repairs beyond this time will require abrading by sanding or other means prior to coating application).

## **EQUIVALENT SYSTEMS**

The following specified products are designated solely as a “standard of quality.” Equivalent products may be used as approved by NYCDOT. An equivalent system shall:

- Provide comparable or superior corrosion protection, weathering resistance, and color/gloss retention relative to the paint systems listed below.
- Be a standard, regularly-produced product of the manufacturer, having been on the market for at least 4 years, and having a sales level of 1,000 gallons minimum for each coat during the past year.
- Have a minimum of two years successful field exposure on at least two entire bridge structures in a climate similar to New York City.
- Be submitted with product literature and a reference list of bridge painting projects where the system was used, and the name, telephone number, and contact person of the bridge owner and Contractor who applied them.
- Be certified by the manufacturer in writing that the coating will perform comparably to the paint systems listed below when applied in accordance with the requirements of this specification.

Any additional time required to obtain approval for paint systems other than those listed below shall not be a basis for obtaining an extension of time for completion of the project.

Cost associated with obtaining approval, as equal, of paint systems other than those listed below shall be borne by the Contractor if proposed paint system fails to gain NYCDOT approval.

**PAINT SYSTEM O**  
**(COATING OF BARE AND PREVIOUSLY PAINTED CONCRETE)**  
**ACRYLIC PRIMER / FINISH**

<b>Manufacturer</b>	<b>Coat</b>	<b>Product</b>
Carboline	Primer	Carbocryl 3358
	Finish	Carbocryl 3359
Sherwin-Williams	Primer	DTM Acrylic Coating
	Finish	DTM Acrylic Coating

**NAMES AND ADDRESSES OF COATING MANUFACTURERS**

Ameron  
1571 Phoenix Blvd. – Suite 5  
Atlanta, GA 30349  
888-239-4064  
Fax: 770-907-1034

Carboline  
449 South Ave. East  
Westfield, NJ 07090  
908-233-3150  
Fax: 908-654-0155

DuPont  
Wilson Building – Concord Center  
Wilmington, DE 19898

ICI-Devoe Coatings  
213 Hopkinson Street  
South Plainfield, NJ 07080  
908-791-9868  
Fax: 908-755-7672

International  
6001 Antoine  
Houston, TX 77210-4806  
800-422-1161

Keeler & Long  
P.O. Box 460  
865 Echo Lake Road  
Watertown, CT 06795  
860-274-6701  
Fax: 860-274-5857

MAB  
31 Grand Boulevard  
Spotswood, NJ 08884  
732-251-1312  
Fax: 732-251-9385

Sherwin-Williams  
226 Talmadge Road  
Edison, NJ 08818  
888-975-0697  
Fax – 732-370-8650



Sigma Coatings  
12 Kirkwood Circle  
Brigantine, NJ 08203  
800-241-6686

Tnemec  
P.O. Box 411749  
Kansas City, MO 64141  
818-483-3400  
Fax: 818-483-3969

Wasser  
11 B Rustic Circle  
Montvale, NJ 07645  
201-573-8121  
Fax: 201-573-8121

Xymax  
1058 Edgewood Road  
New Kensington, PA 15068  
724-339-1442  
Fax: 724-339-1465

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**SECTION 832**  
**SPECIFICATION FOR LEAD PAINT REMOVAL -**  
**WORKER/ENVIRONMENTAL PROTECTION AND WASTE HANDLING**

**PART 1.0 GENERAL**

**1.01 PURPOSE**

- A. This Specification sets out the requirements for worker protection, containment system design and use, environmental protection, and waste disposal during the removal and disposal of coatings containing lead and other toxic metals from NYCDOT bridges. The purpose is to assure that the public, workers, and the environment are properly protected from potential exposure to toxic metals in these coatings during paint removal operations.
- B. The Contractor is responsible and liable for the remediation of all damages caused by the Work, and any required clean up or repair activities.

**1.02 GENERAL**

- A. The Contractor is responsible for compliance with all personal monitoring required under OSHA regulations, and is required to maintain:
  - 1. A full time competent person at the project site to observe and monitor work activities, and to oversee the implementation of the Worker Protection Plan, Environmental Protection Plan, Hazardous Waste Treatment and Disposal, and Containment performance. The competent person shall be authorized to take prompt corrective measures to rectify any observed problems with the control over emissions, protection of workers, and management of the waste streams. The competent person shall be independent of all other responsibilities on the project and shall not serve in a worker or supervisory capacity. The competent person must be SSPC C-3 trained and have OSHA 40 hour HAZWOPER certification plus annual 8 hour refresher training. Qualifications of the competent person are presented in Appendix A.
  - 2. An Industrial Hygienist (IH) to oversee the development of Worker Protection Plans and to conduct monthly site visits to confirm that the Work is being performed in accordance with the contract requirements. Qualifications of the IH are presented in Appendix A.
- B. The NYCDOT or REI will be employing an environmental consultant to monitor the paint removal operations and ensure compliance with NYCDOT specifications and applicable regulations. The Contractor shall coordinate project activities with

the environmental consultant, and initiate any action that is necessary to correct specification violations identified by the environmental consultant. The environmental consultant has the authority to halt any operation involving the generation, handling, or disposal of project waste and debris if the operation violates the requirements of this specification, even if the competent person or IH did not observe the violation. In the event of a conflict between the observations of the environmental consultant and the Contractor, the findings of the environmental consultant shall prevail. The presence or activities of the environmental consultant do not relieve the Contractor of the responsibility to fully comply with all aspects of this Section.

- C. Project submittal requirements are itemized in Appendix A. Terms and definitions are provided in Appendix B.

### 1.03 **CONTRACTOR QUALIFICATIONS**

- A. Unless otherwise specified in the Special Provisions, the painting Contractor or subcontractor that is directly performing the field cleaning and painting work shall possess SSPC-QP1 and QP2 certifications at the time of bid and throughout the duration of the project.

### 1.04 **COMMUNITY NOTIFICATION**

- A. For projects involving abrasive blast cleaning, the Contractor shall be responsible for Community Notification. Community Notification shall consist of developing and assembling a community Notification Package and distributing the Package to the affected community through mailing to the community boards, council members, borough president, and members of the New York State Legislature. The Community Notification package shall consist of the NYCDOT brochures and project-specific flyer, both to be printed by the Contractor.
- B. NYCDOT Brochures contain information on lead and its effect; various sources of lead; deleading operations specific to bridge projects; precautions to eliminate or minimize exposure undertaken by both NYCDOT and the community; and in case of a large release, steps that NYCDOT will implement to minimize community exposure (emergency response plan).
- C. The Contractor will be responsible for developing Project-Specific Flyers noting information (multi-language versions, if necessary) on the nature of the removal work, the time period of the work and its duration, and contact names and telephone numbers. The Flyers shall be approved by NYCDOT prior to distribution. The contractor will be responsible for posting the information around the perimeter of the job site.

- D. The affected community shall be notified of planned abrasive blasting activities as well as other removal activities requiring MPT plans (lane closures/diversions) 30 days in advance.

#### 1.05 REGULATORY COMPLIANCE

- A. Comply with the requirements of this Section and all applicable Federal, State, and City laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA) and Occupational Safety and Health Administration (OSHA), New York State Department of Environmental Conservation (DEC), New York State Department of Health (NYS DOH), New York State Department of Labor (NYS DOL), and the New York City Department of Environmental Protection (NYC DEP). Codes, Rules and Regulations of the State of New York (NYCRR) are administered by the NYS Department of Environmental Conservation, Albany, NY. EPA regulations are administered by the US Environmental Protection Agency, Region 2, NY, NY.
- B. Identification of the items in this specification that are of specific interest to the NYCDOT in no way relieves the Contractor of the responsibility to comply with all applicable legal requirements. Moreover, compliance with Contract specifications does not relieve the Contractor of the obligation to comply with other applicable requirements. Contractor is required to comply with the Final Environmental Impact Statement that was prepared by the NYCDOT Division of Bridges. If a Federal, State, or City regulation is more restrictive than any of the requirements of this Section, the more restrictive requirements shall apply.

#### 1.06 REFERENCE STANDARDS

- A. **Latest Edition** - the latest edition of the following acts, regulations, guides, and standards form a part of this Specification. In the event of a conflict, comply with the most restrictive requirements, including any new or revised regulations or codes that may take effect after the contract is awarded. Maintain at the jobsite, a copy of all applicable reference standards.
- B. **American Association of State Highway and Transportation Officials (AASHTO)**
1. Standard Specifications for Highway Bridges
  2. Manual for Maintenance Inspection of Bridges
- C. **American Society for Testing and Materials (ASTM)**
1. ASTM E90, Test Method for Laboratory Measurement of Airborne Sound

Transmission Loss of Building Partitions and Elements

**D. American Industrial Hygiene Association (AIHA)**

1. Environmental Lead Laboratory Accreditation Program (ELLAP) - paint, soil, air, dust
2. Industrial Hygiene Accredited Laboratories (IHLAP) – metals

**E. Code of Federal Regulations (CFR)**

1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
2. 29 CFR 1910.20, Access to Employee Exposure and Medical Records
3. 29 CFR 1910.132, General Requirements for Personal Protective Equipment
4. 29 CFR 1910.133, Eye and Face Protection
5. 29 CFR 1910.134, Respiratory Protection
6. 29 CFR 1910.146, Permit-Required Confined Spaces
7. 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout)
8. 29 CFR 1910.333, Selection and Use of Work Practices
9. 29 CFR 1910.1000, Air Contaminants
10. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
11. 29 CFR 1926.16, Rules of Construction
12. 29 CFR 1926.20, General Safety and Health Provisions
13. 29 CFR 1926.21, Safety Training and Education
14. 29 CFR 1926.28, Personal Protective Equipment
15. 29 CFR 1926.32, Definition of Competent Person

16. 29 CFR 1926.51, Sanitation
17. 29 CFR 1926.52, Noise Exposure
18. 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists
19. 29 CFR 1926.57, Ventilation
20. 29 CFR 1926.59, Hazard Communication
21. 29 CFR 1926.62, Lead
22. 29 CFR 1926.101, Hearing Protection
23. 29 CFR 1926.104, Safety Belts, Lifelines, and Lanyards
24. 29 CFR 1926.154, Temporary Heating Devices
25. 29 CFR 1926.200, Accident Prevention Signs and Tags
26. 29 CFR 1926.353, Ventilation and Protection in Welding, Cutting and Heating
27. 29 CFR 1926.354, Welding, Cutting and Heating in Way of Preservative Coatings
28. 29 CFR 1926.450 - 454, Scaffolding
29. 29 CFR 1926.500 - 503, Fall Protection
30. 29 CFR 1926.1118, Inorganic Arsenic
31. 29 CFR 1926.1126, Chromium VI (hexavalent chromium)
32. 29 CFR 1926.1127, Cadmium
33. 40 CFR 50, National Primary and Secondary Ambient Air Quality Standards
34. 40 CFR 58, Ambient Air Quality Surveillance
35. 40 CFR 60, App A, Method 9, Visual Determination of the Opacity of Emissions from Stationary Sources

36. 40 CFR 60, App. A, Method 22, Visual Determination of Fugitive Emissions from Material Sources and Smoke Emissions from Fires
37. 40 CFR 261, Appendix II, Toxicity Characteristic Leaching Procedure
38. 40 CFR 262, Standards Applicable to Generators of Hazardous Waste
39. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste
40. 40 CFR 264, Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
41. 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
42. 40 CFR 265, Subpart C, Preparedness and Prevention
43. 40 CFR 265, Subpart D, Contingency Plan and Emergency Procedures
44. 40 CFR 265.16, Personnel Training
45. 40 CFR 268, Land Disposal Restrictions
46. 40 CFR 302, Designation, Reportable Quantities and Notification
47. 40 CFR 355, Emergency Planning and Notification
48. 49 CFR 171-179, Hazardous Materials Regulations

**F. EPA Methods**

1. SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods
2. Method 1311, Toxicity Characteristic Leaching Procedure (TCLP)
3. Method 3050, Acid Digestion of Sediment, Sludge, and Soils

**G. National Institute of Occupational Safety and Health (NIOSH) Methods**

1. Method 7048, Cadmium
2. Method 7082, Lead



3. Method 7600, Hexavalent Chromium
4. Method 7900, Arsenic

**H. The Society for Protective Coatings (SSPC)**

1. Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
2. Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris
3. Guide 12, Guide for Illumination of Industrial Painting Projects
4. Guide 16, Guide to Specifying and Selecting Dust Collectors
5. SSPC 93-02, Industrial Lead Paint Removal Handbook, 2nd Edition, Volume I
6. SSPC 95-06, Project Design, Industrial Lead Paint Removal Handbook, Volume II
7. SSPC-TU 7, Conducting Ambient Air, Soil, and Water Sampling During Surface Preparation and Paint Disturbance Activities
8. QP-1, Standard Procedure for Evaluating the Qualifications of Painting Contractors (Field Application to Complex Structures)
9. QP-2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint

**I. Codes, Rules and Regulations of the State of New York (NYCRR)**

1. Title 6, Chapter III, Subchapter B, Air Resources
  - a) Part 211.2, Air Pollution Prohibited
  - b) Part 257, Ambient Air Quality Standards
2. Title 6, Division of Environmental Remediation
  - a) Part 595, Releases of Hazardous Substances
  - b) Part 597, List of Hazardous Substances

3. Title 6, Chapter X, New York State Pollutant Discharge of Water Resources Elimination System
4. Title 6, Chapter IV, Subchapter B, Solid and Hazardous Waste Law
  - a) Part 364, Waste Transporter Permits
  - b) Part 370, Hazardous Waste Management
  - c) Part 371, Identification and Listing of Hazardous Wastes
  - d) Part 372, Hazardous Waste Manifest System and Related Standards for Generators, Transporters, and Facilities
  - e) Part 373, Treatment, Storage, and Disposal Facilities

**J. New York State DOT Specifications**

1. NYSDOT Standard Specifications for Highway Bridges
2. NYSDOT Safety Bulletin SB-94-4, Histoplasmosis

**K. City of New York**

1. Administrative Code of the City of New York, Section 16, NYC Department of Sanitation Regulations
2. Title 24, Chapter 219, New York City Noise Control Code
3. Title 29, Chapters 100-109, Citywide Construction Noise Mitigation
4. Title 15, Chapter 14, Rules Concerning the Use of Ultra-Low Sulfur Fuel and Emissions Control Technology on City Motor Vehicles

**L. Suppliers (Equipment and Material Manufacturers) Published Instructions**

1.07 **SUBMITTALS** – See Appendix A.

## **PART 2.0 PRODUCTS**

### **2.01 CONTAINMENT MATERIALS AND EQUIPMENT**

- A. Supply all materials needed to contain paint removal debris in accordance with the requirements of this Specification and Construction Details. This may include, but is not limited to, ground covers, rigging, scaffolding, planking, containment materials, tarpaulins, dust collection and ventilation equipment, HEPA vacuums, water booms, boats with skimmers, and all other containment materials that may be needed.
- B. Use low sulfur fuels (less than 15ppm sulfur content) for all non-road combustion engines that are 50 HP or greater (e.g., generators, dust collection equipment, etc.) in accordance with Title 15, Chapter 14 Rules.
- C. Properly maintain all equipment in accordance with the NYC Noise Control Code and Citywide Construction Noise Mitigation
- D. Supply the Engineer with (1) portable light meter with a scale of 9 to 50+ foot-candles. The meter will be returned to the Contractor upon completion of the Work.
- E. Do not use any materials until they have been accepted by the Engineer.

### **2.02 MONITORING AND TESTING EQUIPMENT**

#### **A. High Volume Ambient Air Monitoring Equipment**

- 1. Provide, and maintain in good operating condition, all equipment necessary for the monitoring of airborne emissions in accordance with the provisions of this specification. If site conditions do not permit permanent installation for the duration of the project, install and remove the equipment each day at the times and locations requested by the environmental consultant. The equipment will be calibrated and used by the environmental consultant. Equipment requirements include:
  - a) High volume air monitoring equipment approved for sampling in accordance with 40 CFR 50, Appendix B, equipped with collection heads for total suspended particulate (TSP). Provide mass flow or volumetric flow controlled units, equipped with a flow event recorder and an adequate supply of flow charts. Provide look up tables for the volumetric controlled units. Verify that the monitors are properly maintained in accordance with the manufacturers' instructions. The environmental consultant will provide the filters.

- b) An ample supply of parts or spare units in order to provide fully operational TSP monitors on the project site. Unless otherwise directed by the Environmental Engineering Unit, provide at least four (4) monitors each day for each work area that involves dust creating activities.
- c) One variable resistance calibration kit with a current (within 1 year) calibration certificate and 2 slack-tube water manometers (15-0-15 inches).
- d) All equipment (e.g., generators, power cords, fuel, etc.) needed to simultaneously operate the monitors. The monitors will be sited by the environmental consultant adjacent to the bridge or at distances away from the bridge approximately equal to three times the bridge height. Provide enough support equipment to accommodate this entire range of monitor placement.
- e) Security and/or secure overnight storage of the equipment (e.g., in jobsite trailers maintained by the Contractor). Note that if the paint removal work is being conducted during evening hours, professional, armed security personnel may be needed since the monitors cannot be placed into secure storage during these times.

**B. Worker Exposure and Regulated Area Monitoring Equipment**

- 1. Supply the instrumentation needed for the monitoring construction and consulting personnel exposure, and regulated area exposures. Provide all equipment needed for its operation (e.g., generators, batteries, power cords, fuel, etc.).
- 2. Provide all necessary air monitoring cassettes for exposure monitoring. Utilize appropriate air sampling cassettes for monitoring exposure to lead and other toxic metals.

**2.03 EMERGENCY RESPONSE EQUIPMENT**

- A. Provide all personal protective equipment and emergency response equipment needed for the Project as outlined in the Contractor's Emergency Response Plan. Emergency response kits must be in place at all locations where petroleum or chemical products are being utilized.

## 2.04 PERSONAL PROTECTIVE EQUIPMENT AND HYGIENE FACILITIES

- A. At each site, provide all personal protective clothing and equipment (PPE) needed to protect Contractor workers, NYCDOT employees and NYCDOT Agents (REI Consultants and environmental consultant), from project hazards. Repair or replace PPE as required to assure that it continues to provide its intended purpose. The Contractor is responsible for proper cleaning and disposal of all PPE.
- B. Provide climate-controlled decontamination facilities.
  - 1. Supply the number of facilities as dictated by 29 CFR 1926.51, site conditions, the Contractor's sequence of operations, and as approved by the Contractor's IH and Engineer.
  - 2. Provide facilities which contain a "clean" area where workers can remove and store their street clothing when they arrive on site; a shower room with hot and cold running water, soap and clean towels; and a "dirty" area where workers can remove their work clothing at the end of their work shift. The "clean" area and the "dirty" area shall each have a separate entrance.
- C. Provide all potable water required for drinking and hygiene purposes.

## 2.05 WASTE CONTAINERS

- A. **Hazardous Waste**
  - 1. Provide DOT-approved drums, tanks, roll-offs, or other containers of the appropriate size and type in accordance with 49 CFR 178 (e.g., 17H containers in the case of 55 gallon drums) that are suitable for any hazardous waste (liquid and solid) generated on the project. Use containers that are resistant to rust and corrosion (painted, if constructed of steel), that have tight fitting and locking lids or covers, and which are water resistant and leak proof. All containers must be in new condition, be free of any contamination and have no damage. All hazardous waste must be stored on NYCDOT bridge property.
  - 2. Assure that the dry volume capacity of the containers, in cubic yards, is clearly marked on all containers, and that they are labeled as required by applicable Federal, State and City regulatory requirements.
- B. **Construction Waste** - Provide all containers for non-hazardous construction waste. Use containers that are free of loose debris when brought on-site. Non-

hazardous waste must be segregated from the storage of hazardous or regulated wastes.

- C. **Spent Solvents** - Provide appropriate containers for spent solvents. Spent solvents shall be managed as hazardous waste unless laboratory analysis indicates otherwise. Containers shall be corrosion resistant and non-reactive to the solvents. Review solvent MSDS to ensure compatibility with container materials. Containers shall be labeled in accordance with all applicable Federal, State, and City regulations and stored on NYCDOT bridge property.

## 2.06 **CLEANLINESS OF MATERIALS AND EQUIPMENT**

- A. Provide equipment and materials that are free of loose dust and debris when brought onto the bridge site. This includes, but is not limited to, containment and ventilation equipment, scaffolding, planking, metal sheeting, suspended platform materials, personal protective equipment, waste storage containers, trailers, and paint removal and abrasive recycling equipment.
- B. Clean the materials and equipment and assure that they are free of loose dust and debris at the end of each shift and upon removal from the Work site. Use HEPA vacuums and/or wet wipe with an approved cleaning solution. Verify proper cleanliness by wiping a cloth across the surface. If dust or debris is dislodged, additional cleaning is required before transporting the materials or equipment off site (See Section 3.06). Settled dust (lead) sampling (wipe sampling) may be performed by the environmental consultant in order to verify cleanliness of all equipment and materials. An acceptance criteria of  $<400 \mu\text{g}/\text{sq ft}$  will be used. All filters in equipment, including but not limited to, dust collectors, recycling units, and HEPA vacuums, must be removed and replaced prior to equipment leaving the project site.

## **PART 3.0 - EXECUTION**

### **3.01 WORKER PROTECTION**

#### **A. General**

1. Conduct the Work in strict accordance with Federal OSHA, State, and City regulations governing worker protection. Develop a comprehensive Worker Protection Plan addressing the protection of the health and safety of workers from jobsite hazards, including but not limited to fall protection, confined space (if applicable), lock out/tag out, hearing and eye protection, and exposure to hazardous materials or conditions. Note: If Sections 831 and 832 are specified for the work, the requirements of both Sections can be combined into a single Worker Protection Plan.
2. When disturbing paints, institute engineering and work practice controls to reduce worker exposures to lead and other toxic metals to as low as feasible. Work practices that disturb paints consist of, but are not limited to, paint removal activities, cutting, grinding, removal of concrete encasement and power washing. Present the proposed engineering and work practice controls in the Worker Protection Plan for Engineer review.
3. Employ an Industrial Hygienist (IH) to develop the Worker Protection Plan, provide general oversight of the work, and review all exposure monitoring and medical surveillance results. The IH is also required to conduct a monthly site visit and issue a monthly summary report of activities and monitoring results. See Appendix A for the qualifications of the IH and an itemization of the monthly reporting requirements.
4. In addition to the IH, assign a competent person to the Work site. See Appendix A for the qualifications of the competent person. Have the competent person inspect the Work site on a daily basis for compliance with the requirements of this Section and the approved Worker Protection Plan, and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time. The competent person shall have no other responsibilities on the project. The competent person can not serve as a supervisor, foreman or worker on the project.
5. Note that all worker protection requirements apply to Contractor and Subcontractor personnel working for the Contractor.

6. The requirements identified in this Section 3.0 regarding exposure to toxic metals are based on 29 CFR 1926.62, but the Contractor must protect the employees from exposure to any of the other toxic metals which may be present in the paint and/or abrasive, as applicable, in addition to lead.

**B. Pigeon Droppings/Histoplasmosis**

1. In addition to controlling exposures to lead and other toxic metals, take special precautions when working in areas where pigeons have nested.
2. Develop and implement a worker protection plan under the direction of the IH, for the inspection and removal of pigeon droppings in accordance with NYSDOT Safety Bulletin SB-94-4 (copy attached) in Appendix C. Note: If Sections 831 and 832 are specified for the work, only a single Histoplasmosis plan is required.
3. At a minimum, use disposable gloves, whole body protective clothing and a respirator while inspecting or removing the debris, followed by thorough washing of hands, face, and forearms before eating, drinking, or smoking. Provide respiratory protection appropriate to the level of exposure for all workers. Verify that all workers involved in cleaning activities involving exposure to pigeon droppings have medical clearance to utilize personal protective equipment such as respiratory protection and have been fit tested.
4. Remove and properly dispose all pigeon droppings located within containment enclosures.

**C. Worker Protection Plan**

1. Develop a written Worker Protection Plan under the direction of an IH to establish and implement practices and procedures for protecting the health and safety of employees from Project hazards in accordance with applicable OSHA requirements.
2. The Worker Protection Plan must include provisions for the protection of workers from toxic metals when exposures to lead or other toxic metals are above the OSHA Action Level. Note that while this specification addresses the protection of employees exposed to lead and other toxic metals, the Worker Protection Plan must address the protection of workers from all Project hazards. Requirements for the content of the Worker Protection Plan are presented in Appendix A.



3. Revise and update the program at least every 6 months during the portion(s) of the project which involve the disturbance of toxic metals. Verify that the IH signs off on all updates and revisions. If the review does not result in an update or revision, have the IH acknowledge in writing that the review was made.
4. Establish methods for complying with this specification and any OSHA standards published for the toxic metals present in the paint (e.g., 29 CFR 1926.62 for lead, 29 CFR 1926.1126 for hexavalent chromium, 29 CFR 1926.1127 for cadmium, and 29 CFR 1926.1118 for inorganic arsenic). Toxic metals may also be present in the paint for which OSHA has not developed a comprehensive health and safety standard. In these cases, include statements that appropriate measures will be taken to assure that the workers will not be exposed above the Permissible Exposure Limit (PEL) or Threshold Limit Value (TLV) established for the metal as identified in 29 CFR 1926.55.
5. Identify the methods of compliance that will be used to reduce worker exposures to toxic metals. Rely on respiratory protection only after feasible engineering and work practice controls have been first implemented to reduce airborne exposures.

**D. Exposure Monitoring/Initial Assessment**

1. Conduct initial personal exposure monitoring unless objective data is available to prove that exposures from a given activity cannot exceed the Action Level for lead or other metals contained in the coating. Provide the objective data to the Engineer in writing, signed by the Contractor's IH. Rely upon this data in lieu of monitoring only upon acceptance by the Engineer and Environmental Consultant.
2. Collect representative personal air samples at the beginning of the lead exposure work (at project start-up) to determine employee exposures to lead and other toxic metals that might be present in the coating. Tasks resulting in the potential exposure to toxic metals include, but are not limited to, paint removal activities, installation of lead paste in cables, work site cleanup, and debris handling operations.
3. Collect full shift (at least 7 hours) air samples for workers in each job classification in each exposure area, and when requested, collect samples on the Engineer and NYCDOT Agents (REI's or environmental consultant personnel). Provide the Engineer and Agents with the results of their analysis within the same five-day notification period required for the employees.

4. When lead is present, provide personal protective equipment for workers during the initial monitoring. Anticipate exposure levels as dictated by 29 CFR 1926.62 and as specified below. A few activities in addition to those identified by OSHA are included. Use the same level of protection when other toxic metals are found in the coating, unless OSHA has developed a comprehensive health standard for that metal (e.g., cadmium, hexavalent chromium, and inorganic arsenic). In those cases, implement the protection requirements of the standard specific to that metal.
- a) Assume an exposure of 10 times the PEL ( $500 \mu\text{g}/\text{m}^3$ ): Manual demolition of structures containing lead-containing coatings or paint (e.g., dry wall), manual scraping, manual sanding, heat gun applications, power tool cleaning with dust collection systems, and spray painting with lead paint. Although not identified in 29 CFR 1926.62, include chemical stripping, water washing, centrifugal wheel blasting, and the operation of abrasive grit recovery equipment in this category.
  - b) Assume an exposure in excess of  $500 \mu\text{g}/\text{m}^3$ : Using lead-containing mortar, lead burning, or conducting the following activities where lead-containing coatings or paint are present: rivet busting, power tool cleaning without dust collection systems, cleanup activities where dry expendable abrasives are used, and the movement and removal of abrasive blasting enclosures. Although not identified in 29 CFR 1926.62, include vacuum blasting, water jetting, and wet abrasive blasting removal of paint in this category.
  - c) Assume an exposure in excess of  $2,500 \mu\text{g}/\text{m}^3$ : Activities involving lead containing coatings or paint on structures disturbed by abrasive blasting, welding, cutting, and torch burning.
  - d) During any of the above activities, provide appropriate respiratory protection, personal protective clothing and equipment, change areas and washing facilities, blood lead and zinc protoporphyrin monitoring, and employee training. Maintain the protection as specified above until the test results are received, then modify the protection measures as necessary.
  - e) If hexavalent chromium is present in the coating, provide personal protective equipment that prevents contact with the skin or eyes and washing facilities capable of removing chromium from the skin.

5. Collect and analyze all air samples according to the appropriate NIOSH method, or equivalent, for the metal of concern (e.g., Method 7082 for lead, Method 7048 for cadmium, Method 7600 for hexavalent chromium, and Method 7900 for inorganic arsenic). Note that monitoring for hexavalent chromium requires the use of a PVC filter. Only use laboratories that meet the qualification requirements established under Appendix A, and which have been approved by the Engineer.
6. Conduct periodic exposure monitoring of Contractor workers and NYCDOT Agents and provide written employee notifications within five days of receipt of results in strict accordance with the applicable OSHA standard for the metal of concern (e.g., 29 CFR 1926.62 for lead). At a minimum, this requires monitoring at project start up, and after any changes in work practices are made which could have an effect on airborne exposures. If there is no OSHA standard for the detected metal, conduct the monitoring and employee notification based on the requirements of OSHA 29 CFR 1926.62. Provide the Engineer with the results of any subsequent employee monitoring in the monthly IH report.
7. Maintain an accurate record of all air monitoring. The record should include at least the following information, date of sampling; operation that is being monitored; number, duration and results of samples taken; type of personal protective equipment; name, identification number, and job classification of employees represented by the monitoring.

**E. Action Level**

1. The Action Level for lead is 30  $\mu\text{g}/\text{m}^3$  as an eight (8) hour Time Weighted Average (TWA), the Action Level for cadmium is 2.5  $\mu\text{g}/\text{m}^3$  as an 8 hour TWA, the Action Level for hexavalent chromium is 2.5  $\mu\text{g}/\text{m}^3$  as an 8 hour TWA, and the Action Level for inorganic arsenic is 5  $\mu\text{g}/\text{m}^3$  as an 8 hour TWA. For other metals that are found in the coating, and for which no Action Level exists, establish the Action Level at 1/2 of the PEL. If a PEL does not exist, establish the Action Level at 1/2 of the Threshold Limit Value (TLV) found in Appendix A of 29 CFR 1926.55 (e.g., if the TLV is 5  $\mu\text{g}/\text{m}^3$ , establish the Action Level at 2.5  $\mu\text{g}/\text{m}^3$ ).
2. If airborne exposures to toxic metals are detected, but are below the Action Level, provide the worker training required by the OSHA standard for the respective metal, and hand wash facilities
3. If airborne exposures to toxic metals are at or above the Action Level, invoke the following protective measures, as required by the OSHA standard for the respective metal:

- a) Written Worker Protection Plan
- b) Exposure Monitoring
- c) Housekeeping
- d) Employee Medical Surveillance and Medical Removal Protection
- e) Employee Information and Training
- f) Signs and Regulated Areas
- g) Recordkeeping

**F. Permissible Exposure Limit (PEL) and Threshold Limit Value (TLV)**

- 1. The PEL for airborne lead exposure is  $50 \mu\text{g}/\text{m}^3$  as an 8 hour TWA. The PEL for cadmium is  $5 \mu\text{g}/\text{m}^3$  as an 8 hour TWA, the PEL for hexavalent chromium is  $5 \mu\text{g}/\text{m}^3$  as an 8 hour TWA, and the PEL for inorganic arsenic is  $10 \mu\text{g}/\text{m}^3$  as an 8 hour TWA. The PEL/TLVs for other metals can be found in 29 CFR 1926.55.
- 2. In the event that extended work shifts are allowed, use the following formula to adjust the PEL:  $\text{Adjusted PEL} = 8 \text{ hr. PEL} \times (8 \div \text{hours worked in a day})$ .
- 3. In addition to complying with the requirements identified when exceeding the Action Level, invoke the following protective measures when the airborne exposure to a toxic metal found in the coating exceeds the PEL or TLV:
  - a) Engineering and Work Practice Controls
  - b) Respiratory Protection
  - c) Protective Clothing and Equipment
  - d) Hygiene Facilities and Practices

**G. Respiratory Protection**

- 1. After feasible engineering controls and work practices have been implemented, use respiratory protection if necessary to maintain

employees' exposures to lead and other toxic metals below the PEL or TLV. Require the use of respirators for all employees, inspectors, observers, or other personnel who enter areas where airborne exposures exceed or are expected to exceed the PEL or TLV, or when entering regulated areas.

2. Develop a written Respiratory Protection Program in compliance with 29 CFR 1910.134 including commitments to provide the necessary medical examinations. When lead is present, include the provisions of 29 CFR 1926.62 in the program. When cadmium is present, include 29 CFR 1926.1127. When hexavalent chromium is present, include 29 CFR 1926.1126. When inorganic arsenic is present, include 29 CFR 1926.1118. Address the selection, use, maintenance and inspection of respirators, and qualifications for respirator users.
3. Treat used respirator cartridges as hazardous waste.

#### H. **Protective Clothing and Equipment**

1. Provide protective clothing and equipment and ensure they are worn by all employees during the initial assessment and for any employee whose exposures exceed the PEL or TLV.
2. When hexavalent chromium is present in the coating, provide protective clothing for the skin and eyes regardless of the airborne exposures.
3. Do not allow workers to wear street clothing beneath protective clothing in any areas where exposures to toxic metals exceed the PEL or TLV. This includes personal shoes unless they are fully protected by shoe covers, or left on the job site until thoroughly decontaminated.
4. Clean or replace the protective clothing as required by the appropriate OSHA standard for the toxic metal that is present. In the case of lead, clean or replace the clothing weekly if the airborne exposure levels are less than  $200 \mu\text{g}/\text{m}^3$  as an 8 hour TWA, or daily if the exposure levels are greater than or equal to  $200 \mu\text{g}/\text{m}^3$ . In the case of inorganic arsenic, the threshold for daily versus weekly cleaning is  $100 \mu\text{g}/\text{m}^3$ . In the case of hexavalent chromium, clean, launder, repair and replace all protective clothing and equipment as needed to maintain its effectiveness. Do not use disposable clothing for any longer than one day, and replace the clothing more frequently if it becomes torn or damaged.
5. Do not remove or clean the clothing by any means that reintroduces the toxic metals into the ambient air, or onto an employee's body, such as

brushing, shaking, or blowing. Use HEPA vacuums for employee cleaning prior to removing protective clothing.

6. Store the used clothing in labeled, sealed containers.
  - a) If the clothing is to be laundered and it has been exposed to lead, label the containers with the following: "CAUTION: CLOTHING CONTAMINATED WITH LEAD. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF LEAD CONTAMINATED WASH WATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS." If the clothing has been exposed to cadmium, chromium, inorganic arsenic, or other metals, modify the above text accordingly, as the precautions they take may vary according to the metal (e.g., skin and eye contact should be avoided if hexavalent chromium is present).
  - b) If the clothing is disposable, label the containers as clothing contaminated with lead and other toxic metals, if applicable. Declare the waste as hazardous, or test the waste and apply hazardous waste labels as appropriate based on the results.
7. If the clothing is washed on site, provide containers for the collection and retention of the water after filtration. Comply with the specific testing and disposal requirements in Section 3.05 I.4.

I. **Housekeeping** – Conduct housekeeping and project clean up as specified in section 3.06. The project site, including but not limited to, staging areas, work site, regulated areas and project boundaries, must be properly maintained and free of rubbish and trash throughout the duration of the project.

J. **Personal Hygiene Facilities and Equipment**

1. Provide clean lavatory and hand washing facilities in accordance with OSHA sanitation standard 29 CFR 1926.51. Locate the hand washing facilities outside of the regulated area, but in close proximity to the paint removal operation, in an area that is convenient for washing prior to eating or smoking.
2. Provide showers when exposures exceed the PEL or TLV. Confirm that all employees whose exposures exceed the PEL or TLV shower, including hair, prior to leaving the project site. Clean the decontamination facilities daily during use.

3. Filter and containerize all hygiene water. Comply with the specific testing and disposal requirements in Section 3.05 I.4.
4. Prohibit eating, drinking, smoking, chewing of food or tobacco products, or the application of cosmetics any time that hexavalent chromium is present, in any area where the exposure to any toxic metal exceeds the PEL or TLV, or within regulated areas. Confirm that workers thoroughly wash hands and face prior to undertaking any of these activities.
5. Provide clean lunch and break areas for use by all employees, and maintain airborne concentrations in these areas below the Action Levels.
6. Provide clean change area(s) for employees whose exposures exceed the PEL or TLV. Equip the change area(s) with separate storage facilities for street clothing that are adequately segregated to prevent cross-contamination from work clothing. Assure that employees do not leave the project site wearing any clothing that was worn while performing activities where exposures exceeded the PEL or TLV.

**K. Medical Surveillance and Medical Removal Protection**

1. Provide all employees and with initial and periodic medical surveillance as required by the published OSHA health and safety standards for the metal of concern, except that the frequency of blood testing in the case of lead is increased. Conduct blood lead and zinc protoporphyrin (ZPP) sampling and analysis prior to exposure to lead and at monthly intervals thereafter. In addition, conduct exit blood tests for each worker within five working days upon completion of his/her Project activities that involve exposure to lead. Exit blood test shall be offered to the departing employee in writing. Conduct the exit tests even if the departure of the employee occurs prior to the completion of the Contractor's work on the project, and at any time that project activities involving lead exposure will be halted for 30 days or more (e.g., winter shut down).
2. Verify that all medical tests are completed by, or conducted under the supervision of, a physician or other licensed health care professional (PLHCP). Verify that the blood analysis is conducted by laboratories which meet the qualification requirements established in Appendix A, and which have been accepted by the Engineer. Provide the specialized medical surveillance and X-rays required by 29 CFR 1926.1118 for employees exposed to inorganic arsenic.
3. Workers with initial blood lead levels of 40 micrograms per deciliter ( $\mu\text{g}/\text{dl}$ ) are not permitted on the project for any work activities involving

exposure to lead.

4. Provide for intervention by the IH if a blood lead level  $>25 \mu\text{g/dl}$  occurs for two or more workers, or there is an increase of  $10 \mu\text{g/dl}$  or more between consecutive tests for any individual worker. Intervention consists of an on-site investigation by the IH, implementation of corrective action, and notification of the Engineer in the following monthly report.
5. Provide for the temporary removal of employees from exposures above the Action Level for the metal of concern when the blood analysis indicates that unacceptable results are occurring (e.g.,  $50 \mu\text{g/dl}$  or above in the case of blood lead). Protect employees' benefits during any period of medical removal and conduct all tests required by the OSHA standard for the metal of concern during the removal period. In the case of lead, return workers to exposures above the PEL only after two consecutive blood tests are below  $40 \mu\text{g/dl}$ .
6. Provide all physical examinations as required by the appropriate OSHA standards for the metal(s) of concern. Include an evaluation and certification that the workers are medically fit to wear respirators. Verify that all examinations are performed by or under the direct supervision of a licensed physician.
7. When hexavalent chromium is present, provide medical examinations initially (within 30 days of initial assignment) and annually thereafter. Verify that the content of the medical examination meets the requirements of 29 CFR 1926.1126(i).
8. Provide all exam information and test results to the employees in writing within five days of receipt. Provide the Engineer with a letter report within 10 calendar days after the completion of each month signed by the IH that summarizes all examination and biological monitoring results.
9. For employees who are offered an examination and biological monitoring but choose not to participate or fail to respond, the Contractor shall provide documentation that the examination and monitoring were offered. This shall be in the form of a written declination signed by the employee or, for employees who are no longer on the payroll, a registered letter to the employee's last known address.

**L. Employee Training and Information**

1. Provide initial and annual refresher training for all employees who will be exposed to toxic metals above the respective Action Levels on any one day



in a 12-month period. Include all of the elements of training that are required by the appropriate OSHA standard. If a standard for the metal does not exist, use the training requirements of 29 CFR 1926.62 as the basis of the training program highlighting the differences as appropriate for the other metals of concern.

2. When other contractors or employers are present at the site, notify them of the nature of the hazards of the work such as lead, noise, and solvent vapors. Advise them of the need to remain out of exposure areas, the warning signs and labeling system in effect, and the potential need for them to take measures to protect their employees in accordance with the applicable OSHA regulations. Notify the Engineer if other contractors are working in regulated areas.

M. **Signs** – As specified in section 3.02, post warning signs around areas or activities that might generate airborne emissions of toxic metals in excess of the Action Levels.

N. **Parking Areas** - Worker vehicles are not permitted in the regulated areas or within 100 feet of the containment enclosures.

O. **Recordkeeping**

1. Retain all records related to training, medical examinations, blood analysis, exposure monitoring, respirator fit testing, inspections by a competent person, and other related project documentation on file at the project site.
2. Provide the Engineer with letter reports signed by the IH which summarize all examination results that are indicative of worker exposures to (or which demonstrate proper protection from) toxic metals. In the case of lead, summarize the blood lead and ZPP results, indicate any observed trends, and identify worker intervention or removal provisions that were invoked based on the results. Provide summary reports of the test results prior to worker exposures to Project activities, periodic surveillance results, and results upon completion of site activities. Provide the Engineer with an original signed copy of each report within 10 calendar days after the end of each month.
3. Retain all records for the duration of employment plus 30 years.

### 3.02 ESTABLISHMENT OF REGULATED AREAS

- A. Establish zones (regulated areas) around project locations or activities that might generate airborne emissions of lead, cadmium, chromium, inorganic arsenic, or other toxic metal in excess of the Action Level (e.g., paint removal and clean-up locations, dust collector staging areas, waste storage areas, etc.).
- B. Use ropes, ribbons, tape, or other visible means to define the areas. Prohibit entrance into the regulated areas by unprotected or untrained personnel to ensure that they are not exposed to toxic metals from project activities.
- C. Unless objective data is available for establishing the regulated areas, and the data is provided in writing, signed by the Contractor's IH, and is accepted by the Engineer, conduct instrument monitoring in accordance with PD/Lead Method A3 of SSPC 95-06, to verify the adequacy of the regulated areas. Use a minimum of two low flow pumps at each regulated area location (e.g., one pump upwind and one pump downwind). Unless otherwise directed by the Engineer, until the monitoring results are available to establish the perimeter of the regulated area, initially establish the boundary a minimum of 15 feet away from any equipment or operations that might generate airborne emissions of toxic metals.
- D. Conduct the monitoring according to NIOSH Method 7082, or equivalent method for the other metals of concern, at the pre-established boundaries of the regulated area(s). Collect the samples throughout an entire work shift upon full commencement of the paint removal activities (at project-start-up).
- E. If the monitoring confirms that project emissions at the initial boundary do not exceed the Action Level as an eight hour TWA, establish the boundary at that location. Unless directed otherwise by the Engineer, all boundaries must be a minimum of 15 feet away from equipment or operations that might generate airborne emissions of toxic metals.
- F. If the monitoring shows that the emissions exceed the Action Level, modify and improve work practices and containment to provide better controls over the emissions, or reestablish the boundary at a different location if allowed by the Engineer. Repeat the monitoring in either case.
- G. After the boundaries have been established through instrument monitoring, additional monitoring is not required unless directed by the Engineer or environmental consultant if suspect visible emissions occur, or there are changes to the work practices or equipment being used within the regulated areas. In these cases, conduct additional monitoring to confirm the adequacy of the control systems in place, and to verify the suitability of the existing boundary of the regulated area(s).

- H. Verify that the exposure cassettes are only analyzed by laboratories which meet the qualification requirements established under Appendix A, and which have been approved by the Engineer. The laboratory must provide the results to the Contractor within three days of the field sampling. Provide the test results to the Engineer verbally within one day of receipt, and in writing within five working days thereafter.
- I. Post caution signs at the entryways around each regulated area. If there is no regulation for the metal of concern, use the legend for the CAUTION sign as found in 29 CFR 1926.62 as the basis, and insert the name(s) of the other toxic metals. Sign requirements for lead, cadmium, and inorganic arsenic are as follows:

WARNING  
LEAD WORK AREA  
POISON  
NO EATING OR SMOKING

DANGER, CADMIUM  
CANCER HAZARD,  
CAN CAUSE LUNG AND KIDNEY DISEASE,  
AUTHORIZED PERSONNEL ONLY,  
RESPIRATORS REQUIRED IN THIS AREA

DANGER  
INORGANIC ARSENIC  
CANCER HAZARD  
AUTHORIZED PERSONNEL ONLY  
NO SMOKING OR EATING  
RESPIRATOR REQUIRED

- J. Use signs that are a minimum of 8 1/2 inches by 11 inches in size with black block lettering on a white, yellow, or orange background. Do not use caution ribbons as a substitute for signs.
- K. Verify that all workers who enter the regulated area have had the proper training, blood analysis and medical examinations, and are wearing the required protective clothing and equipment. Prohibit eating, drinking, smoking, and chewing of food or tobacco products in any area where the exposures exceed the Action Level or where hexavalent chromium may be present.

### 3.03 CONTROL AND MONITORING OF RELEASES TO AIR, SOIL AND WATER

**A. General**

1. Conduct all activities so that spills or releases to the soil, water, sediment, or sewers do not occur. Comply with all applicable federal, state and local regulations for the protection of soils, groundwater and surface waters.
2. Have the competent person inspect the Work site on a daily basis for compliance with the requirements of this Section and the approved Environmental Protection Plan, and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.
3. Initiate immediate corrective action, including the replacement of materials or equipment, or adjustments to work activities as necessary, to correct unacceptable emissions or releases. All equipment and vehicles must be repaired or replaced to prevent leaks to the environment.
4. Spill prevention and control measures must be implemented for vehicles and equipment that utilize diesel fuel, gasoline or other petroleum products. Any spills of petroleum products to the environment must be reported to the NYSDEC Spill Hotline: 1-800-457-7362 and the National Response Center. Any spills to a storm drain, sewer system, wetland, body of water or waterway must also be reported to the US Coast Guard.

**B. Visible Emissions and Releases**

1. Clean the work area of all visible pre-existing construction material, rubbish, garbage and paint removal debris (i.e. spent abrasive, rust, paint chips, etc.) prior to installing the containment over any land mass. Areas to be cleaned include NYCDOT's right-of-way and adjacent areas as directed by the Engineer. The presence of new paint chips or surface preparation debris in these areas will be cause to examine the containment and work practices, and to correct all observed deficiencies. Upon completion of the project verify that the same locations and all staging areas are free of construction and paint removal debris.
2. Install water booms beneath and around the work area as appropriate and/or use boats with skimmers to control and collect unanticipated escapes of debris (see 3.04 K).
3. Have the competent person conduct observations of visible emissions and releases on an ongoing daily basis when dust-producing activities are underway, such as paint removal, clean up, waste handling, and

containment dismantling or relocation. Conduct these assessments in accordance with PD/Lead Method A4 of SSPC 95-06 and SSPC-TU7. These assessments are in addition to those performed by the environmental consultant.

4. Visible emissions in excess of SSPC Guide 6, Level 1 are unacceptable. This involves emissions of a cumulative duration of greater than 1 percent of the workday, or greater than 36 seconds in an hour, or 9 seconds in any 15 minutes.
5. Releases or spills of dust and debris that have become deposited on surrounding property, structures, equipment or vehicles, and bodies of water are unacceptable. If unacceptable visible emissions or releases are observed, whether by the Contractor, Engineer and/or the environmental consultant:
  - a) Immediately shut down the emission-producing operations and clean up visible deposits of debris on the unprotected ground, on the soil, in the water, around storm sewers or drains, or in areas where rain water could carry the debris into storm sewers or drains. Pick up debris by hand and by HEPA vacuuming.
  - b) Change work practices, modify the containment, or take other appropriate corrective action as needed and as agreed upon by the environmental consultant, to prevent similar releases from occurring in the future.
  - c) Do not resume the emission-producing operations until the Engineer or environmental consultant has given permission to resume these operations.
6. In the event of a conflict between the observations of the environmental consultant and the Contractor, the findings of the environmental consultant shall prevail.
7. Maintain written documentation of the results of the observations in a log book or other report form available to the Engineer or environmental consultant for review. Verbally report problems to the Engineer or environmental consultant on the same day they are observed.

**C. High Volume Ambient Air Monitoring**

1. The environmental consultant, on behalf of the Engineer, will utilize the high volume ambient air monitoring equipment provided by the

Contractor. The purpose of the consultant monitoring is to confirm that unacceptable TSP-lead emissions are not generated during paint removal, containment cleaning operations, containment dismantling and other emission-producing activities that involve the disturbance of paint and lead-paint debris/wastes/dust. Unless otherwise directed by the Environmental Engineering Unit, a minimum of four TSP high volume air monitors are required for each work area that involves dust creating activities."

2. Do not conduct any work involving the disturbance or clean up of lead paint debris or move the containment unless the monitors are in place and operating.
3. Position the monitors at the locations and times as designated by the environmental consultant:
  - a) Monitor siting will take into consideration the proximity of the work to sensitive receptors, and the general surrounding environment. The locations are likely to change as the work progresses across the bridge.
  - b) Review the monitor siting plan proposed by the environmental consultant, and confirm that the plan can be maintained per the contract requirements. Notify the Engineer if modifications to the monitoring plan are requested. The modifications shall be approved prior to beginning the applicable dust producing operations.
  - c) Move and set up the equipment in the designated locations. Put all monitors into position at the designated locations and ensure that they are fully operational at least 30 minutes before the commencement of dust producing operations in order to allow enough time for the environmental consultant to install filters and make any necessary adjustments to the equipment.
  - d) Allow the monitors to remain operational for a minimum of 30 minutes after the completion of daily operations.
4. At the completion of each day's monitoring activities pick-up, transport and store monitors and associated equipment for the next use. If the monitors are to remain in position, provide for the necessary level of security.

5. Initiate the following action based on the TSP-lead results:
- a) The background concentration for NYCDOT projects is established at  $0.1\mu\text{g}/\text{m}^3$ .
  - b) If TSP-lead levels, measured over 8 hours, are greater than  $4.5\mu\text{g}/\text{m}^3$  minus 2 times the background concentration of  $0.1\mu\text{g}/\text{m}^3$  on one day of dust-producing operations, assess all field operations undertaken on that day and initiate appropriate corrective action.
  - c) If TSP-lead levels, measured over 8 hours, are greater than  $4.5\mu\text{g}/\text{m}^3$  minus 2 times the background concentration of  $0.1\mu\text{g}/\text{m}^3$  at the same location on two days of dust-producing operations, suspend all dust-producing operations pending a full assessment and corrective action.
  - d) If the results of the monitoring are unacceptable, undertake the necessary corrective action within 24 hours of receipt of the results. Corrective action may include modifications to the paint removal or containment systems and work practices. Do not resume the emission-producing operations until the Engineer or environmental consultant has given permission to resume these operations.

**D. Real Time Particulate Monitoring**

- 1. The environmental consultant will conduct real time monitoring around the containment (e.g., seams and entryways) each day using a real-time aerosol monitor such as a Data Ram or hand-held Mini Ram. The monitoring is being conducted to evaluate the containment seams and entryways for particulate emissions that represent instantaneous increases over background of three times or more. Background values will be established by taking readings in the same or similar locations while no operations are underway.
- 2. If unacceptable particulate releases are reported by the environmental consultant, in addition to cleaning the debris, change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future. Do not resume the emission-producing operations until the Engineer or environmental consultant has given permission to resume these operations.

**E. Sensitive Natural Resources**

1. Sensitive natural resource areas may be located around the project. A sensitive natural resource includes any area capable of providing habitat for plant and animal species or capable of functioning to support environmental systems and maintain the City's environmental balance, such as bays, inlets, and wetlands. These areas also include all federal and state parkland, wetlands, tidal zones or other regulated natural areas. If the project is located in a natural resource area, develop a site-specific habitat protection plan to address the steps that will be taken to protect these ecologically sensitive areas from damage. Note: If Sections 831 and 832 are specified for the work, only a single sensitive natural resources protection plan is required.

**F. Endangered Species and Species Protected by Federal Law**

1. Peregrine falcons (endangered), barn owls or red-tailed hawks (protected by Federal law) may be nesting on the bridge. Note that although these species may not be present on the bridge at the beginning of the project, they could show up at any time. If present, advise the Engineer and develop a site-specific plan for acceptance by the Engineer, for the sequencing of paint removal operations to avoid disturbing nesting pairs. Note: If Sections 831 and 832 are specified for the work, only a single endangered/protected species plan is required.
2. Federal and State law permits peregrine falcon nests to be moved if the young have already fledged. Before moving any unoccupied nests, advise the Engineer and obtain a Federal United States Fish & Wildlife Service (USF&WS) permit and a NYSDEC depredation permit.
3. Barn owl and red-tailed hawk nests are generally occupied from the beginning of April until the end of July, with eggs laid in April. Peregrine falcon nests are generally occupied from March to July.



### 3.04 CONTAINMENT

#### A. General

1. Use a containment system that maintains the work area free of emissions of dust and debris in accordance with all provisions of this Specification.
2. Install and use a containment system for the project based on the paint removal methods that will be utilized.
3. Provide the containment system in compliance with SSPC Guide 6 guidelines and the requirements of this Specification as well as the FEIS.
4. The containment enclosure can not be partitioned to create smaller interior enclosures for performing the work. The entire containment is considered to be the active work area and the specified negative pressure and airflow must be maintained throughout the entire cross-section of the containment enclosure (airflow can not be directed or channeled within the containment enclosure by the use of barriers, partitions, baffle tarps, or other devices).
5. Have the competent person inspect the performance of the containment on a daily basis for compliance with this Section and the approved containment submittals, and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.
6. All materials utilized in containment construction shall be fire-retardant. All materials shall possess a fire rating in accordance with all applicable federal, local and state agency, as well as passing U.L and NFPA test standards. With the submittals, provide proof that the materials are fire retardant.

#### B. Noise

1. Comply with the New York City Noise Control Code and Citywide Construction Noise Mitigation requirements.
2. Develop and post on site a Construction Noise Mitigation Plan that defines the steps taken to comply with the standard. Address noise mitigation measures in the plan, including but not limited to:
  - a) the use of noise reduction devices on equipment

- b) installation of noise barriers around blast cleaning operations or lining the containment with noise resistant material meeting sound transmission class (STC) 30 or greater per ASTM E90
  - c) control of after hours noise to 8 DbA maximum
  - d) noise mitigation training.
3. If construction activities will be performed outside of normal hours of operation (7AM to 6PM on weekdays), obtain special permits authorizing this activity. Provide a copy of the permit to the Engineer prior to commencing any operations outside of normal hours.

**C. Containment Drawings and Submittals**

- 1. Provide containment drawings, calculations, and assumptions, including ventilation criteria as detailed in Appendix A, signed and sealed by a New York State licensed Professional Engineer. Do not conduct any work until the drawings, calculations, and containment submittals have been reviewed and accepted by the Engineer and the NYCDOT Environmental Engineering Unit.
- 2. The containment drawings must include calculations for pressure losses, dust collector capacity, make-up air openings and airflow.
- 3. Provide catalog cut sheets, fan curves and equipment operating parameters for the dust collectors and filters.

**D. Certification of Containment Installation**

- 1. After each containment is installed, have the New York State licensed Professional Engineer responsible for the containment design, or a designee employed by the same firm and working under the direction of the design engineer, conduct a site inspection to verify that the containment system has been assembled as shown on the approved, signed and sealed drawings. Have the design engineer submit a letter to the Engineer attesting to the above. The Engineer must receive the letter before any paint removal work within the containment can begin.
- 2. If the containment is not installed in accordance with the design drawings, reinstall the containment, or issue supplemental calculations for the new design for Engineer review and acceptance in accordance with the original submittal requirements. Field changes will only be acceptable after

submission and acceptance of supplemental calculations or design drawings.

**E. Containment Flooring System and Additional Collectors**

1. If the floor or ground beneath the structure being prepared serves as the base of the containment:
  - a) Cover it with air and dust impenetrable materials such as tarpaulins.
  - b) Prior to the installation of the containment floor, ensure that the work area has been cleaned of all rubbish, garbage and debris and properly disposed. Do not remove any trees, bushes or shrubs.
  - c) As required, install a rigid material such as plywood over or under the ground tarpaulin in order to prevent any rips, tears or other penetrations from occurring in the ground tarpaulin. Maintain the materials throughout the project to avoid losing debris through rips, tears, or breaks in the coverings.
2. If a suspended or elevated platform is constructed to serve as the base of the containment:
  - a) Flexible platforms shall not be used over vehicular traffic and pedestrian walkways.
  - b) Cover rigid platform materials (e.g., plywood, metal, etc.) with multiple layers of flexible materials as necessary to create an air and dust impenetrable enclosure. For platforms over vehicular traffic and pedestrian walkways, the use of at least one (1) layer of continuous rubber type membrane is mandatory.
  - c) Cover flexible platform materials, such as those composed of a chain-link wire fencing with multiple layers of flexible materials to create an air and dust impenetrable enclosure. The flexible materials consist of a first layer of rubber-type membrane and a second layer of tarpaulin-type material.
  - d) Seal all holes and gaps at cable, hanger, or vertical pick-up intersections with the platform.
  - e) Verify that the platform and its components are designed and constructed to support at least four times its maximum intended

load without failure plus a safety factor, with wire cables capable of supporting at least six times their maximum intended load without failure plus a safety factor. Provide all load calculations for design of the suspended platform systems. Strictly follow all applicable OSHA regulations regarding scaffolding and fall protection systems.

- f) Provide ground covers around and beneath the containment area to capture inadvertent spills or leaks of debris. Extend the covers a minimum of 10 feet beyond the area covered by the containment. Increase this distance based on the height of the work above the ground as directed by the Engineer. Remove debris from the covers continuously and at the end of a work shift, or as directed by the Engineer.
- 3. Note the requirements in 3.06 C for the daily cleaning of the floor and for overall cleaning of the containment prior to moving or dismantling the enclosure.

**F. Containment Requirements for Removal Methods** – The minimum containment system requirements for the various method(s) of paint removal as follows:

- 1. Dry Abrasive Blast Cleaning – Class 1A
- 2. Vacuum Blast Cleaning – Class 4A
- 3. Wet Abrasive Blast Cleaning – Class 1W
- 4. Water Jetting – Class 2W
- 5. Power Tool Cleaning without Vacuum Shrouds – Class 1P
- 6. Power Tool Cleaning with Vacuum Shrouds – Class 3P
- 7. Hand Tool Cleaning – Class 3P
- 8. Chemical Stripping with Hand Removal – Class 3C
- 9. Chemical Stripping with Wet Removal – Class 2C

**G. Containment and Ventilation System Components** – The basic components that make up containment systems are defined below. The components are combined in Table 1 and in accordance with the requirements of SSPC Guide 6 to

establish the requirements for each method of removal.

1. **Rigidity of Containment Materials:** Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. Containment materials must be fire retardant, and new and unused when delivered to the project site. Maintain stored materials in a new condition until used in containment construction. Containment materials that become torn, ripped, or otherwise damaged during use, or show evidence of wear that may affect their ability to control emissions shall not be used for the construction of containment enclosures or in any other manner on the project.
2. **Permeability of Containment Materials:** The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Chemical resistant materials are those resistant to the specific chemical and solvent stripping solutions.
3. **Support Structure:** Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Minimal support structures involve the cables or connections necessary to attach the material to the structure being prepared and/or to the ground.
4. **Containment Joints:** Fully sealed joints require that mating surfaces between the containment materials and the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. Partially sealed joints involve the mating of the materials to one another and to the structure being prepared with concern for the structural soundness of the joint, but without consideration for creating a continuous, impenetrable or impermeable seal.
5. **Entryway:** An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. The use of clamps to create

“resealable doors” is not permitted. Overlapping door tarpaulin entryways consist of minimum two or three overlapping door tarpaulins. Open seam entryways involve entrance into the containment through any open seam.

6. **Mechanical Ventilation:** The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible, and to enhance visibility. Design the system with proper exhaust ports or plenums, adequately sized ductwork, adequately sized discharge fans and air cleaning devices (dust collectors) and properly sized and distributed make-up air points. A minimum cross-draft airflow of 100 feet per minute (30.48 meters/min) or a down-draft airflow of 60 feet per minute (18.29 meters/minute) are required during all activities that disturb lead paint or debris within the containment. These activities include, but are not limited to, abrasive blasting, blow down, waste removal, cleaning of the containment and cleaning of surfaces in the containment. Increase these minimum airflows as required if unacceptable visibility or worker exposures to lead or other toxic metals occur. Verify through instrument monitoring that air flows meet or exceed design values initially and at least weekly thereafter. Number and locations of air velocity measuring points shall be agreed upon with the Environmental Consultant. Document air flow measurements.

Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area. It relies on natural air flow patterns, if any, through the containment.

7. **Negative Pressure:** If negative pressure is specified, verify its performance through pressure gage instrument monitoring to achieve a minimum of 0.03 in. (0.08 cm) water column (W.C.) relative to ambient conditions during all activities that disturb lead paint, debris, grit or other lead-contaminated materials. This shall include, but not be limited to, abrasive blasting, containment cleaning, vacuuming, and blowdown within containment. In addition verify through visual assessments for the concave appearance of the containment enclosure.
8. **Exhaust Ventilation:** When mechanical ventilation systems are used, provide filtration of the exhaust air, otherwise airborne particulate from the containment will be exhausted directly into the surrounding air. Provide a filter that is at least 99.9% efficient in removing a mono-dispersed aerosol at 0.5 micrometers in diameter. For other requirements related to exhaust ventilation design and use requirements, see SSPC-Guide 16 and Item 6, Mechanical Ventilation and Item 7, Negative Pressure, described above.

**H. Maintenance of Existing Lighting Systems, Surveillance Cameras, and Containment Lighting Requirements**

1. Maintain as fully operational throughout the project, all existing navigation and anti-collision lighting systems that are attached to the structure. If existing lighting will be concealed, install temporary lighting. Provide the lighting plan to the Engineer for approval in advance.
2. Make all efforts to maintain existing aerial, roadway, and parking lot lighting, or provide suitable substitutions as approved by the Engineer.
3. Do not obstruct surveillance cameras view without prior approval. The Contractor will be responsible for temporary relocation and reinstallation of security cameras as directed by the Engineer.
4. In accordance with SSPC-Guide 12, maintain light intensity inside containment, by natural or artificial means, at a minimum of 20 foot-candles (215 lux) on the surface throughout surface preparation and painting activities. Maintain a minimum of 50 foot-candles (538 lux) at the surface for inspection activities. Provide auxiliary lighting as necessary. Use explosion-proof lighting.
5. Increase lighting intensity when measurements by any involved party indicate that there is insufficient lighting for either surface preparation, painting, or inspection.

**I. Lockout/Tagout of Existing Electrical Systems**

1. Develop, implement, and maintain a Lockout/Tagout plan.
2. De-energize and lockout/tagout existing electrical systems located inside containment enclosures and in other work areas as appropriate.
3. Perform all lockout/tagout in accordance with 29 CFR 1910.147 and 1910.333.
4. Coordinate all lockout/tagout activities with NYCDOT and the utilities.
5. Include lockout/tagout in the worker protection plan. If Sections 831 and 832 are specified for the work, only a single Lockout/Tagout plan is required.

**J. Fire Protection and Prevention, and Emergency Response**

1. Coordinate all lockout/tagout activities with NYCDOT and the utilities.
2. Develop, implement, and maintain a site-specific Fire Protection and Prevention Plan meeting at a minimum the requirements of 1926.24 and 1926.150.
3. Control all sources of ignition throughout the period of construction and comply at a minimum with the requirements of 1926.151.
4. Store and handle all flammable and combustible in a safe manner and in compliance with the requirements of 1926.152 at a minimum.
5. Develop, implement and maintain a site-specific Emergency Response Plan in accordance with the requirements of 1926.65(q) at a minimum.
6. If Sections 831 and 832 are specified for the work, only a single Fire Protection/Prevention and Emergency Response plan is required

**K. Electrical Safety**

1. Develop, implement and maintain a written site-specific Electrical Safety plan ensuring control of electrical hazards due to installations, safety-related work practices, maintenance and environmental considerations, and/or use of special equipment as outlined in 1926.400 and 1926.403.
2. Implement all applicable provisions of 1926 Subpart K as necessary based upon the hazards present on the jobsite.
3. If Sections 831 and 832 are specified for the work, only a single Electrical Safety plan is required.

**L. Protection of Drainage Systems**

1. Protect storm sewers and drains from the entrance of debris from project activities. Keep all drainage systems clean and operational throughout the entire project. At the end of each shift, remove all visible debris from the protective devices or from areas where rain water could carry the debris into drains or storm sewers. Conduct more frequent cleaning as directed by the Engineer.
2. Identify the methods that will be used to route run-off from the existing deck drains through the containment enclosure. Do not close any bridge deck drains without the explicit approval of the Engineer.



**M. Work Over Water - Containment Restrictions**

1. When working over or near water, install a shield, suspended platform or other engineering control to prevent discharge of any debris or materials into the waterway. Use water booms to contain inadvertent spills or releases of dust and debris unless prohibited by navigation lanes. In these cases, have a boat available with a skimmer to collect fugitive materials. Remove all project-related dust and debris from the surface of the water or from sediment at the end of each shift at a minimum. Conduct more frequent cleaning, if directed by the Engineer.
2. Provide the Engineer and the appropriate authorities (e.g., Coast Guard) with the distance that the containment will extend below the bottom of the bridge (e.g., below the bottom chord) when operating in the navigation channel. Clearance reduction shall be approved by Coast Guard.
3. Unless otherwise directed by the Engineer or the appropriate authorities, design the containment to allow it to be moved out of the navigation channel within 24 hours of notification that ships needing additional clearance require passage.
4. Provide the Engineer and the appropriate authorities with a 24 hour telephone number and contacts for discussions regarding the containment system.

**N. Inclement Weather**

1. When threatening weather conditions exist or are forecast for the New York City Metropolitan Area, such as sustained winds of 30 mph (48 kilometers/hour) or gusts of 40 mph (64 kilometers/hour) that could cause the release of waste material to the surrounding environment, stop all work activities and immediately clean up waste materials within the containment. The work area and project site must be secured of all loose materials and equipment.
2. Develop and submit to the Engineer for acceptance, an Emergency Demobilization Procedure for the securing of equipment and materials, and the removal of necessary containment materials in the event of, or the forecast of, inclement weather for the New York City Metropolitan Area. Inclement weather includes, but is not limited to, sustained wind speeds of 40 mph (64 kilometers/hour), gusts greater than 40 mph (64 kilometers/hour), and heavy snow/ice storms that will place unacceptable

loads on the containment structure. Initiate the Emergency Demobilization Procedure under, or the forecast of, inclement weather conditions or as directed by the Engineer. Note that if the containment design mandates Emergency Demobilization at wind speeds less than the above, initiate demobilization at the lower speeds.

### 3.05 WASTE CLASSIFICATION, HANDLING, AND DISPOSAL

#### A. General

1. The Contractor and the NYCDOT are co-generators of the hazardous waste. The NYCDOT will provide the EPA identification number, but the Contractor is solely responsible for the aspects of waste management as defined in this Section.
2. Work under this Section consists of accumulating, packaging, labeling, loading, transporting, treating, and disposing of hazardous paint removal waste, hazardous wastes, non-hazardous construction debris, and waste water used for cleaning and washing the bridge, decontamination of personnel and equipment prior to removal from the Work site.
3. For purposes of this Section, paint removal waste is defined as removed paint particles combined with the material used to remove the paint. This also includes used abrasive grit material, recyclable or otherwise. The NYCDOT has declared all paint removal waste as hazardous, even if sampling and analysis indicate that hazardous thresholds are not exceeded. Note that the existing coatings may contain toxic metals in addition to lead.
4. Recover all waste products generated during cleaning and painting work, including but not limited to rags, tape, and paint cans. Manage as non-hazardous /construction waste as described in 3.05 J, unless the items are soaked with paint, thinners and petroleum products. If the items are soaked with paint, thinners and petroleum products, handle them as a flammable hazardous waste.
5. Have the competent person inspect the waste handling and storage areas on a daily basis for compliance with this Section and the approved Waste Management Plan and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.

#### B. Items Provided by the Contractor

1. Waste sampling, testing, and classification.
2. Waste packaging, handling, and secure storage.
3. Labeling of containers.
4. Procuring all necessary waste permits and licenses.
5. Arranging for the transportation and disposal of hazardous waste.
6. Arranging for the transportation and disposal of non-hazardous waste.

**C. Waste Sampling**

1. All paint removal waste streams are declared hazardous, but collect a minimum of four representative samples of each paint removal waste stream to identify the specific composition.
2. Collect a minimum of ½ pound of waste per sample, or approximately 8 oz per sample in the case of wastewater. Collect the wastewater sample only after the water has been filtered as specified later in this Section.
3. Collect the samples under the observation of the environmental consultant.
4. Collect the samples in accordance with EPA solid waste test methods SW-846, "Test Methods for Evaluating Solid Waste - Physical/Chemical Methods." Use a random sampling technique to collect representative samples.
5. Complete the initial sampling of each waste stream immediately upon filling the first container, but do not allow waste to accumulate for longer than 30 days before sampling. After the representative samples are collected, send them immediately to the approved and NYS accredited laboratory for analysis.
6. Unless otherwise directed by the Engineer, or required by State regulations or the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis are not required for subsequent shipments unless the waste stream changes.

**D. Waste Testing**

1. Only use laboratories which meet the qualification requirements of Appendix A, and which have been approved by the Engineer.

2. Direct the laboratory to test the solid waste in accordance with 40 CFR 261, Appendix II, Method 1311 Toxicity Characteristic Leaching Procedure (TCLP).
3. Analyze one sample from each waste stream by TCLP for all eight (8) metals, and other hazardous characteristics (e.g., corrosivity, reactivity, and ignitability) as required by the regulations. Conduct any additional tests required by the disposal facility. When chemical strippers are used, test all liquids and sludge. Include pH to determine corrosivity. Test chemical waste products for ignitability.
4. Retain the other samples for possible further analysis.
5. After filtration, test the wastewater for lead and any other analytical parameters required for disposal characterization by the POTW, discharge permit or disposal facility. Comply with disposal requirements in 3.05 I.4.

**E. Waste Classification**

**1. Hazardous Waste Classification**

- a) All paint removal waste streams are classified as hazardous. Other waste streams are classified as hazardous if results from TCLP analysis indicate any one of the following eight metals in concentrations at or above limits established in 40 CFR 261:

Arsenic -	5.0 mg/L
Barium -	100.0 mg/L
Cadmium -	1.0 mg/L
Chromium -	5.0 mg/L
Lead -	5.0 mg/L
Mercury -	0.2 mg/L
Selenium -	1.0 mg/L
Silver -	5.0 mg/L

- b) The above list includes only those elements typically associated with paints. Take into account and test for other substances that may be present which can cause debris to be classified as hazardous waste as defined in 40 CFR 261 (e.g., pH  $\leq 2.0$  or  $\geq 12.5$  resulting in corrosivity, or the characteristics of reactivity or ignitability).

- c) The NYCDOT requires that paint removal waste, including waste that is generated through the use of steel abrasives and used steel abrasives, be handled, transported, and disposed of as hazardous waste, regardless of the TCLP test results.
- d) Typical paint removal waste contains less than 2% by weight of organic material. The Contractor is specifically forewarned that disposal facilities perform spot tests and may refuse to accept wastes in excess of 2% organic content. Waste contaminated in this manner (e.g., with solvent waste) will be the Contractor's responsibility. All penalties and costs associated with the refusal of a disposal facility to accept waste not meeting its requirements will be borne by the Contractor.

**2. Non-Hazardous Waste Classification**

- a) A waste stream is classified as non-hazardous if the TCLP analysis indicates that the waste stream contains toxic metals or hazardous substances below the thresholds identified above which would classify it as hazardous, and it does not exhibit other characteristics of hazardous wastes.
- b) The NYCDOT has classified paint removal waste as hazardous regardless of the test results.

**3. Laboratory Report**

- a) Have the laboratory send the original test report directly to the Engineer no later than five (5) calendar days after the representative samples are submitted for testing, with a copy being sent by facsimile to the Engineer on the same day the original report is sent.
- b) Include the following minimum information in each report: Identity of the waste stream(s) analyzed, the number of samples collected and tested, dates of sampling and testing, laboratory test procedures utilized, the names and signatures of the individuals collecting the samples and conducting the laboratory tests, an interpretation of the test results, and chain-of-custody forms.

**F. Waste Handling, Site Transportation and Spill Containment**

- 1. Comply with 40 CFR 262, State and City regulations for the on-site handling, packaging, and storage of all waste generated by the project.

2. Sequence the waste collection operations and identify storage locations in order to minimize the amount of container movement required throughout the course of the project. The Engineer must approve all waste storage locations. All hazardous waste must be stored on NYCDOT bridge property.
3. Provide secure waste storage areas (e.g., within a separate locked fenced-in area or other secure enclosure) to prevent access by the public or vandals, and placard the storage area in accordance with applicable regulations. Store the waste on a level surface. Any fencing used for the storage area must be a minimum of eight feet high.
4. Do not place hazardous waste on the unprotected ground (e.g., cover the ground with impermeable tarpaulins) and provide protection from the elements (e.g., rain and snow) and adequate shielding to prevent dispersion of the waste by wind or rain. Use pallets to keep the hazardous waste drums off of the ground. Store drums containing liquid wastes (e.g., wastewater and spent solvents) on drip pads. Clean the drip pads on a periodic basis. Install secondary containment controls around all hazardous waste containers.
5. Store non-hazardous waste separately from hazardous waste. Do not co-mix hazardous waste with non-hazardous waste. Do not mix different types of hazardous waste together unless specifically approved by the Engineer and the disposal facility.
6. Arrange containers in the storage area for easy accessibility. Drums should be stored in rows of two with hazardous waste labels facing outward for inspection.
7. At the end of each working day at a minimum, collect and store the waste in drums or containers such that no waste is left exposed overnight. Cover all containers immediately upon filling and confirm that all lids are closed except when filling. Verify that all labels remain intact. Hazardous waste must be transported from the points of generation to the secure storage area within a closed vehicle (i.e. box truck). Transportation of hazardous waste via fork lift, pick-up truck, flat bed or other similar type vehicles is not permitted. Hazardous waste can only be transported through New York City streets by a properly NYSDEC licensed and permitted vehicle or waste transporter in accordance with applicable regulations.
8. Maintain all containers in good operating condition with all lids and closing mechanisms intact and operational to prevent the escape of debris by wind, spilling of the contents, or access by unauthorized personnel.

Drums must have lids and rings in place. Drums stationed at the dust collectors, recyclers or other equipment must have drum lids in place and connected to the discharge nozzles of the equipment through the flanged opening on the drum lid. All hazardous waste and debris from paint removal operations must be stored in rigid containers. The use of fabric or plastic-type bags to collect hazardous waste, non-characterized waste or other regulated waste is prohibited. The connecting of fabric or plastic bags to discharge nozzles of equipment is prohibited.

9. Provide adequate shielding and protection of the surrounding area when transferring and/or conveying hazardous waste from one container to another to prevent dispersion or spills. Hazardous waste can only be transferred within a regulated, controlled and contained area. Immediately clean up spilled debris and return it to the storage containers. Use methods such as HEPA vacuuming that will prevent airborne dispersion of the material. Revise labels as necessary at the time of transferring and/or conveying hazardous waste from one container to another.
10. Do not fill any container or roll-off in excess of the capacity marked on the container.
11. Have the competent person, on a daily basis, inspect the drums or containers for corrosion, applicable and legible labels, proper covers, ground protection, and leaks, and record the results of all the inspections in a log book. Conduct additional inspections before containers are moved.
12. Verify that all waste is transported to the appropriate recycling or disposal facility within forty five (45) calendar days after waste is generated, or two weeks following demobilization of the site, whichever occurs first. Failure to comply with the aforementioned deadlines may result in the actions described under Basis of Payment.
13. Improper waste storage is cause for immediate suspension of the Work by the Engineer until appropriate corrective action is completed.
14. Train all personnel in the proper handling of hazardous waste at the Work site in accordance with 40 CFR 265.16 and 6 NYCRR 373. Include procedures in the Waste Handling Plan that will be followed in the event of a release or spill when handling the waste, including containment of the spill, notification of the NYCDOT Engineer, collection and containerizing of the waste, and a review of work practices and implementation of necessary changes to prevent a reoccurrence. Maintain all training records on-site. Workers responsible for handling hazardous wastes must have a current OSHA 24 hour HAZWOPER certification plus 8 hours of annual refresher training.

**G. Labeling of Containers**

1. Immediately label all containers of hazardous waste in accordance with 40 CFR 262, and 49 CFR 171-179. Complete missing information upon receipt of the testing results. Include the following minimum information:
  - a) Hazardous Waste. Federal law prohibits improper disposal. If found, contact the nearest police, or public safety authority, or the U.S. Environmental Protection Agency.
  - b) Proper DOT Shipping Name (e.g., RQ Hazardous Waste Solid, N.O.S. 9, NA 3077, PG III)
  - c) Manifest Document No (when manifest is prepared; prior to shipping)
  - d) Generator Name, Address, EPA ID No, and Contract No.
  - e) Date of Accumulation (accumulation date commences when hazardous waste is first placed into the container)
  - f) EPA Waste No (e.g., Arsenic - D0004, Cadmium - D0006, Chromium - D0007, Lead - D008)
  - g) Apply DOT identification labels based on DOT hazard class in accordance with 49 CFR 172.
2. Enter the above information using permanent marking material, printed in English, and displayed on a background of contrasting color unobscured by other labels or attachments. Locate labeling away from other markings that could substantially reduce its effectiveness.
3. Complete the labeling, marking, and placarding activities under the observation of the environmental consultant prior to storing or transporting any container or rolloff.

**H. Waste Transportation and Disposal**

1. **Hazardous Waste**
  - a) Procure all necessary waste permits or licenses that are required by State or City regulations.



- b) Prepare the Uniform Hazardous Waste Manifest for each shipment, including the LDR (Land Disposal Restriction) certification, which will be attached to the manifest. The Engineer will sign the Generator's Certification on the manifest and maintain copies of the original manifest and signed copies upon completion of disposal.
- c) Arrange for the transportation of all hazardous waste by a licensed transporter in accordance with 40 CFR 263, 49 CFR 171-179, and State and City regulations. Verify that all waste is completely covered before departing project site.
- d) The hazardous waste transporter is not permitted to stop enroute after the pick up of hazardous materials from the construction site.
- e) Arrange for the recycling or disposal of all hazardous waste in accordance with 40 CFR 264, 40 CFR 268, and state regulations. Verify that only licensed recycling or Treatment, Storage, and Disposal (TSD) facilities are used.
- f) Should any problems arise that would preclude the selected facility from accepting the waste, immediately notify the Engineer in writing of such situation. Identify and provide information on an alternate TSD that is properly licensed and acceptable to the NYCDOT, and arrange for disposal at such facility after having obtained written approval from the Engineer.
- g) Provide a certification for each manifested shipment that the waste was accepted by the recycling or disposal facility, and properly treated and disposed. Comply with all of the manifesting, certification, and reporting requirements for hazardous waste in accordance with 40 CFR 262, 40 CFR 268 and State regulations, including certificates of final disposal for each shipment.
- h) If the signed manifest is not received from the disposal facility within forty-five (45) days of shipment, as directed by the Engineer, initiate the EPA Exception Report in accordance with 40 CFR 262.42, and take all steps necessary to locate the manifest and waste.

2. **Non-Hazardous Municipal/Construction Waste**

- a) Procure all necessary waste permits or licenses that are required by State or City regulations.

- b) Properly transport, and dispose of all non-hazardous municipal/construction waste.
- c) Verify that waste is completely covered before departing the project site.
- d) If toxic metals or hazardous substances were detected during the laboratory testing, notify the disposal facility that such metals or materials are present in the waste.
- e) Lead coated scrap steel shipped off-site for recycling must be properly wrapped and protected during transport to prevent paint chips discharging from the truck into the environment. Provide a letter from the recycling facility acknowledging the receipt of lead coated steel from the specific NYCDOT project site.

**3. Special Waste Requirements for Recycled Steel Grit**

- a) When recycled steel abrasives are used, collect, handle, store, and transport the recycled steel abrasives, as hazardous waste. All waste generated from the recycled steel abrasives, including used recyclable steel abrasives, must also be treated as hazardous waste. Do not transport used abrasive materials from/to other project sites unless approved by the Engineer.
- b) Manage the hazardous waste as per 3.05 G, H, and I.1.

**4. Waste Water Handling and Disposal**

- a) Collect, test and dispose all waste water used for the bridge cleaning, cleanup activities, hygiene purposes and laundering of clothing if done on site in accordance with Federal, State and Local regulations. Note that payment for the hygiene and laundering water is included under decontamination facilities for worker protection.
- b) Filter visible paint chips and particulate from the water prior to placing it into the containers. Prior to disposal, test the water for total toxic metals and provide ample filtration (e.g., through a multi-stage filtration system ending in 5 microns or better if needed) until the water is not classified as hazardous. If the filtered waste water does not meet the requirements for non-hazardous waste classification, handle and dispose of it as a

hazardous waste in accordance with Federal, State and Local regulations.

- c) Make disposal arrangements with the local publicly owned treatment works (POTW), Sanitation Company, or other appropriate permitted facility. Provide the Engineer with documentation signed by an official of the facility stating that the facility will accept the waste, and that the levels of any lead or other metals remaining in the water are acceptable. If the facility allows the filtered water to be placed into the sanitary sewer system, include such authorization in the letter. Provide a copy of the NYCDEP Discharge Permit for any discharge into the NYC sewer system. Waste water discharged to the New York City sewer system must be below the discharge standards established by the NYCDEP.

### **3.06 CLEANING AND CLEARANCE OF MATERIALS, EQUIPMENT, AND SURROUNDING SURFACES**

#### **A. General**

1. Have the competent person inspect the Work site on a daily basis for compliance with the requirements of this Section and the approved Environmental Protection Plan, and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.

#### **B. Daily Cleaning of Work Site**

1. Clean up paint chips, dust, materials and paint removal debris from the unprotected ground, the soil, on or in the water or sediment, from surfaces of all equipment, around storm sewers or drains, or in areas where rain water could carry the debris into storm sewers or drains. When cleaning pavement surfaces take special care to remove all waste material so as to prevent it from being redistributed into the air by traffic.
2. Clean up the debris at least once each shift or more frequently if directed by the Engineer or environmental consultant. Note that the clean up of loose debris by the end of the work shift is mandatory.
3. Conduct the cleaning by manually removing paint chips, washing and wiping, and/or HEPA vacuuming. Sweeping of paint chips, lead paint

removal debris, dust is not permitted.

4. Have the competent person document the results of the daily cleaning in a report or log.

**C. Cleaning of Containmentment**

1. When abrasive blast cleaning is employed, remove abrasive/paint debris from the containment floor in order to minimize excessive waste build up. Acceptable methods include the use of automatic waste conveyance systems or HEPA vacuums. If such ongoing methods of removal are not employed, conduct waste removal at a minimum every two hours or continuously, while abrasive blast cleaning is underway, to remove accumulations of waste, or as directed by the Engineer. Remove all abrasive/paint waste at the end of each shift, or before a prolonged work stoppage, such as for weather interruptions, or as directed by the Engineer.
2. When methods of paint removal other than abrasive blast cleaning are employed, conduct cleaning of the waste from within containment at the end of the each shift, or before a prolonged work stoppage, such as for weather interruptions, or as directed by the Engineer.
3. Prior to moving the containment enclosure, clean the inside surfaces of the enclosure (walls, floors, ceiling, etc.) of dust and other spent material by vacuuming. Have the competent person conduct a visual inspection to verify that the surfaces are free of loose debris, dust, paint removal waste, grit, etc. prior to moving and document the results in the daily log or report. All scaffolding, platforms, floor sheathing must be inspected for cleanness prior to dismantling of containment tarps. Mechanical air ventilation must be maintained during all cleaning operations and must remain operational until the tarps are dismantled from the containments.
4. Prior to dismantling the containment, clean the inside surfaces to the extent that dust or debris are not dislodged when wiping a cloth across the surface. Have the competent person conduct the inspection and document the results in the daily log or report. Do not dismantle the containment closure until the Engineer has accepted the quality of cleaning.

**D. Cleaning of Contractor Equipment and Materials**

1. Prior to removing equipment or reusable materials from the project site, remove all loose dust and debris from the surfaces to the satisfaction of the Engineer and environmental consultant.

2. Conduct the cleaning by manually removing paint chips, washing and wiping, and/or HEPA vacuuming.
3. Ductwork – Remove all accumulation of loosely held dust or debris from ductwork exterior by thoroughly vacuuming (using wet- or dry-powered HEPA vacuums), followed by wet washing as necessary. Clean the interior surface of ductwork using a low-pressure wash or air in conjunction with a system designed to capture dust washings, waste water and debris. After all visible, loose dust has been removed from inside the ductwork, seal the ends of each segment of duct using a minimum of double-wrapped, 6-mil polyethylene sheeting. Prior to transporting off site, the ductwork would be labeled "LEAD-CONTAMINATED."
4. Have the competent person conduct clearance tests by wiping a cloth across representative surfaces. If dust or debris is dislodged, conduct additional cleaning until the surfaces pass the clearance test. Report the results of the testing in the daily report or log.
5. NYCDOT, the engineer, environmental consultant or authorized representative may collect and analyze wipe samples from equipment to confirm effectiveness of cleaning. An acceptance criteria of  $<400 \mu\text{g}/\text{sq ft}$  will be used.
6. All dust collectors and recycling units must have all filters removed and disposed of as hazardous waste during the project as necessary and prior to equipment leaving the project site.

**E. Final Cleaning/Clearance of Surrounding Property and Structures**

1. After all Contractor equipment and materials have been removed, conduct a visual inspection and clean up of the project site and surrounding property. This includes all areas used by the Contractor (e.g., staging and equipment yards, shower and trailer areas, waste storage, etc.), and all surrounding property, structures, buildings, equipment, and surfaces located within 100 feet in each direction from the outermost face of the bridge structure. If project debris is observed to be present beyond 100 feet from the structure, expand the limits of the inspection and clean up, as directed by the Engineer.
2. Test the surface layer of bare soil beneath bridges and up to 100 feet from either side of the structure for total lead concentrations. If the concentration of total lead exceeds 400 ppm, remove the top two inches (not including vegetation) of topsoil and replace with clean soil and/or sod.

3. Remove all lead dust, spent abrasives or other paint removal media, paint chips, solvents, materials of construction, fuel, and other litter from the areas indicated in item 3.06 E.1. Clean up and remove the debris to the satisfaction of the Engineer and environmental consultant. This includes all visible debris and waste associated with bridge painting activities, even if the paint chips and abrasive waste are a pre-existing condition.
4. Clean the surrounding ground, equipment and other surfaces by manually removing paint chips, wet washing and wiping, and/or HEPA-vacuuming. Sweeping is not permitted. The environmental consultant will be conducting visual cleanliness inspections and wiping a cloth across surfaces to verify that dust has been removed. Conduct additional cleaning as required, based on the results of these inspections.
5. Clean the surrounding water with the use of approved materials and equipment including but not limited to water booms and/or boats with skimmers, as directed by the Engineer.
6. Properly collect, handle, store, transport and dispose of all material and/or water along with all waste products generated during the Work including but not limited to rags, tape, disposable coveralls, and filters.
7. Prepare a written report presenting the results of the inspections and tests conducted to verify the final cleanliness of the project site, surrounding property, waterways, equipment, buildings, and structures.

### 3.07 METHOD OF MEASUREMENT

- A. **Worker Protection Plan** – The work of developing and implementing the Worker Protection Plan will be measured on a lump sum basis. This includes all medical testing and exposure monitoring sample analysis, and the furnishing, installation, maintenance, relocation, and removal of decontamination facilities. Included in the price is the cost of testing, storing, and disposing all hygiene water.
- B. **Environmental Protection and Project Cleanup** – The work to develop and implement the environmental protection plans; supply and maintain the TSP-lead monitors; conduct visible emissions evaluations; and conduct routine and final project inspections and clean up will be measured on a lump sum basis.
- C. **Containment System** – The work to design the containment/ventilation system, prepare all working drawings and submittals, and provide all labor, materials and equipment necessary to install, operate, and remove the containment systems will be measured on a lump sum basis. On single projects where different types of

containment are being used (e.g., unique designs for girder spans versus through truss, or one design for power tool work versus blast cleaning), the Contractor may elect to provide a separate lump sum price for each type of containment system being employed.

**D. Disposal of Paint Removal Waste and Waste Water**

1. This work will be measured on a lump sum basis to include all paint removal waste and waste water (with the exception of hygiene water which is included in item 832 under decontamination facilities in "Worker Protection Plan") accumulated, packaged, stored, transported, treated, and disposed in accordance with the requirements of this Section.
2. The accumulation, packaging, storage, transportation, and disposal of non-hazardous waste (e.g., construction debris) is addressed in this specification, but it is not measured for payment. The cost for the handling and disposal of this waste is considered to be incidental.

**E. Community Notification** – The work to develop and distribute pamphlets and participate in community meetings will be measured on a lump sum basis.

**3.08 BASIS OF PAYMENT**

**A. General** – The extent of the Contractor's compliance with all provisions of this specification (e.g., control of emissions and worker exposures, performance of the containment, timeliness of disposal, etc.) will be considered as relevant in any future determination of an award to the Contractor as the lowest responsible bidder for any project under the supervision of the NYCDOT.

**B. Worker Protection Plan**

1. The lump sum price bid shall include labor costs for the IH and the competent person, and the cost of all materials, personal protective equipment, respirators, other equipment, and fees necessary to complete the Work, including lockout/tagout, fire prevention and protection, electrical safety, etc.
2. All costs related to personal exposure monitoring and medical surveillance, including worker time and transportation for medical testing, the cost of providing results to employees and the Engineer, and the cost for collection of exposure monitoring samples, shall be included in the lump sum price. No payments shall be made for additional medical tests or laboratory analysis required due to an increase in the blood lead level of any employee(s) above the OSHA threshold of 40 µg/dl.

3. The lump sum price shall also include the cost of ground rental and utility as necessary to furnish and install (clean, maintain, relocate and remove) the decontamination facilities as necessary to complete the Work. Cost of handling, testing and disposal of hygiene water also included in the Lump sum price.
4. Progress payments for the development and installation of the Worker Protection Plan will be computed in accordance with the following schedule:
  - a) 15% of the lump sum price will be paid when work entailing a potential for lead exposure has begun, the work is in compliance with the Worker Protection Plan as determined by the Engineer, and the following items (if required) have been completed:
    - (1) Lead Health and Safety plan is submitted, reviewed and accepted by the Engineer.
    - (2) Certification of completion of lead training for supervisors and employees is provided to the Engineer.
    - (3) Certification of completion of respirator training and documentation of respirator fit testing for all employees who will wear respirators is provided to the Engineer.
    - (4) Documentation of purchase or mobilization of all required respirators and Personal Protective Equipment (PPE) is provided to the Engineer.
    - (5) Documentation of purchase or mobilization of decontamination facilities is provided to the Engineer.
    - (6) Documentation of initial medical testing and a summary of the results is provided to employees and the Engineer.
    - (7) Documentation of initial exposure monitoring and a summary of the results are provided to employees and the Engineer.
    - (8) Warning signs are posted in exposure areas.
  - b) 75% of the lump sum price will be paid based on the percentage of the work completed.



- (1) A deduction of \$2,000/day will be made from the payment under this item for each calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer.
- c) 10% of the lump sum price will be paid when the exit medical exams have been offered as required and results provided to employees and the Engineer, the final monthly report has been received, all work which entails a potential for lead exposure has been demobilized, and all equipment associated with such operations has been removed from the project site.

**C. Environmental Protection and Project Cleanup**

- 1. The lump sum price bid shall include the cost for developing and implementing the environmental protection plans; supplying, setting up and maintaining the TSP-lead monitors including power, monitoring visible emissions, taking corrective actions as required, and conducting routine and final project inspections and clean up.
- 2. 15% of the lump sum price will be paid when the work is in compliance with the Environmental Protection and Project Cleanup Plan as determined by the Engineer, and the following items (if required) have been completed:
  - a) Contractor's written procedure for assessment of visible emissions and releases is provided to the Engineer.
  - b) Documentation of purchase, rental, or mobilization of the TSP-lead high volume ambient air monitoring equipment and the submittal of the written description of the maintenance and security measures for them.
  - c) Documentation of preconstruction evaluations of ground, soil, equipment, structures and other surfaces is provided to the Engineer.
  - d) Documentation of the preconstruction evaluations of the water and sediment beneath and around the project site is provided to the Engineer.
  - e) Establishment of Regulated areas and approval by the Engineer.

3. 75% of the lump sum price will be paid based on the percentage of work completed.
  - a) A deduction of \$2,000/day will be made from the payment under this item for each calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer
4. 10% of the lump sum price will be paid after final project clean-up is completed to the satisfaction of the Engineer.

**D. Containment System**

1. The lump sum price bid shall include the cost for preparing the containment/ventilation system design, working drawings, and all labor, materials and equipment necessary to install, operate, and remove the containment systems. As directed by the Pay Items, provide a separate price for various types of containment design used on unique sections of the bridge (e.g., girder approaches versus through truss), or for unique methods of paint removal (containment for power tool cleaning versus abrasive blast cleaning).
2. All Work shall be done in a manner satisfactory to the Engineer. Payment for the assessment and clean up of emissions and releases, and final project cleanup, are addressed above in the Environmental Protection and Project Cleanup item.
3. Progress payments will be made. They will be based upon percentage of completion. The percentage of the total containment cost(s) represented by each section of the bridge (e.g., each span) will be established in advance, and the lump sum price(s) divided accordingly. 60% of the amount will be paid after containment system is ready for surface preparation and accepted by the Engineer.
4. 40% of the amount will be paid after containment is removed from the structure.

**E. Treatment and Disposal of Paint Removal Waste and Waste Water**

1. The lump sum price for the treatment and disposal of paint removal waste and waste water used for cleaning the bridge and equipment shall include the cost of all labor, materials, equipment, sampling, testing, and fees necessary to complete the Work. The cost for the handling, testing, and disposal of hygiene water is included in the Section 832 under Item cost for the decontamination facilities.

2. The lump sum price shall also include the following fees which are the responsibility of the Contractor:
  - a) Special Assessment on Generation, Treatment or Disposal of Hazardous Waste in New York State. The Contractor shall pay the fee to the NYS Department of Taxation and Finance on a quarterly basis within 20 days after the end of each quarter. The fee will be based on actual tons of hazardous waste per quarter. The Contractor shall be responsible for all interest and penalties associated with late or non-payment of taxes.
  - b) Hazardous Waste Fee (Generator Fee) – The Contractor shall pay the fee to New York State Department of Environmental Conservation on an annual basis (once a year). The fee is based on the amount of hazardous waste generated per year. The Contractor shall be responsible for all interest and penalties associated with late or non-payment of fees.
  - c) Hazardous Waste Regulatory Surcharge Fee – The Contractor shall pay the fee to the New York State Department of Environmental Conservation on an annual basis (once a year). The fee is based on the amount of hazardous waste generated per year. The Contractor shall be responsible for all interest and penalties associated with late or non-payment of fees.
  - d) The Contractor shall contact the NYS Department of Taxation and Finance and NYS Department of Environmental Conservation for proper procedures and forms for payment.
3. If the NYCDOT is fined or penalized as a result of the Contractor's performance or lack thereof on this item, in addition to other remedies the NYCDOT may possess, said fine or penalty will be deducted from the Contractor's payments on this item.
4. Progress payments will be made as follows:
  - a) 10% will be paid after the following documents are submitted, reviewed and accepted by NYCDOT:
    1. Waste Handling, Storage, and Disposal;
    2. Hazardous Waste Transportation;
    3. Hazardous Waste Disposal;
    4. Waste Water Disposal Information;

5. Non-Hazardous Waste Transportation and Disposal information.

- b) 80% of BID amount will be divided by the scheduled number of months. Payment for the month will be made only after signed manifests from the disposal facility are received by NYCDOT for the hazardous waste picked-up from the project site in this month.

Example: 4 pick-ups were made in the month of March. Signed manifests for 3 pick-ups were received by NYCDOT. No payment for March will be processed until 4<sup>th</sup> signed manifest is received.

- c) 10% will be paid after all hazardous waste storage areas cleaned-up and accepted by NYCDOT.

F. **Community Notification** – Payment will be made on a lump sum basis to cover the cost of furnishing all labor and materials to develop and distribute pamphlets and participate in community meetings as directed by the NYCDOT.

G. **Pay Items** – Payment will be made under the following items:

<u>Item No</u>	<u>Item</u>	<u>Pay Unit</u>
832.10	WORKER PROTECTION	LUMP SUM
832.20	ENVIRONMENTAL PROTECTION AND PROJECT CLEANUP (FOR EACH STRUCTURE)	LUMP SUM
832.300001	CONTAINMENT SYSTEM(S) (FOR EACH DESIGNATED TYPE)	LUMP SUM
832.40	TREATMENT AND DISPOSAL OF PAINT REMOVAL WASTE AND WASTE WATER	LUMP SUM
832.50	COMMUNITY NOTIFICATION	LUMP SUM

## APPENDIX A – SUBMITTALS

### A.01 GENERAL

- A. This Appendix identifies the plans, programs, and documentation required prior to mobilization on site, at the start of construction, and during the construction phase.

### A.02 PRE-CONSTRUCTION SUBMITTALS

#### A. Submittal Schedule and Engineer Acceptance

1. Submit the following plans and programs to the Engineer for review and acceptance a minimum of 30 days prior to mobilization at the project site. The Contractor shall not begin any paint removal Work until the Engineer has accepted the submittals.
2. Do not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the Work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the Work in strict accordance with the requirements of Federal, State, or City regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

- B. **Project Schedule** – Provide the Engineer with an initial estimate of the workdays required to complete each phase of the project (e.g., mobilization, paint removal, paint application, and demobilization). Include the estimated number of workdays each month when lead exposures are anticipated.

- C. **Qualifications, Experience, and Certifications** – Provide written qualification, experience, and certification information for the following:

1. Contractor – Provide proof of SSPC QP-1 and QP-2 certifications.
2. Provide evidence that the laboratories have two certifications. One certification must be from the New York State Environmental Laboratory Approval Program (ELAP) in the appropriate category. The second certification must be from either the American Industrial Hygiene Association (AIHA) or Environmental Protection Agency (EPA) in the appropriate category:

<b>MEDIA</b>	<b>CERTIFICATION 1</b> (mandatory)	<b>CERTIFICATION 2</b> (One of the following)		
	NYSELAP category	AIHA (IHLAP) category	AIHA (ELLAP) category	EPA (NLLAP) category
Worker or Regulated Area	Air & Emissions - Lead, Total	Metals	Air	Air
Hi-volume Air	Air & Emissions - Lead, Total	N/A	N/A	N/A
Paint Chip	Solid and Hazardous Waste - Lead in Paint	N/A	Paint	Paint
Settled Dust	Solid and Hazardous Waste - Lead in Dust Wipes	N/A	Dust	Dust
Soil	Solid and Hazardous Waste - Lead, Total	N/A	Soil	Soil
TCLP	Solid and Hazardous Waste - TCLP	N/A	N/A	N/A

3. Laboratory for blood lead analysis – Provide the name, address, contact person, and proof that the laboratory conducting the worker blood lead analysis is approved by OSHA and the NYS DOH. A current list of approved labs may be obtained from the OSHA Technical Center at (801) 487-0267, or at the following address:

OSHA Technical Center  
P.O. Box 65200  
Salt Lake City, UT 84165-0200

4. Industrial Hygienist (IH) - provide the name, experience, and qualifications of the IH who will be reviewing, approving and sealing the site-specific Worker Protection Plan. The IH must meet one or more of the following qualifications:
- a) Current certification by the American Board of Industrial Hygiene (Certified Industrial Hygienist - CIH).
  - b) A Bachelor's Degree in engineering, chemistry, physics, biological sciences, industrial hygiene, toxicology, the environmental sciences or a related field, and at least three years of documented full-time work as an IH, including field and sampling experience.

- c) A Master's Degree in one of the above fields, and at least two years of documented full-time work as an IH, including field and sampling experience.
5. Competent Person, IH, supervisors, and foremen – Provide proof that the competent person, IH, and all project superintendents and foremen, have successfully completed the SSPC C3, Competent Person and Supervisor training, with refresher training completed within the last 12 months, as well as an NYCDOT-approved course that addresses the procedures and documentation specific to NYCDOT projects. OSHA 40 hour HAZWOPER certification plus 8 hours of annual refresher training is required for the competent person/supervisor responsible for managing or handling hazardous waste. An OSHA 24 hour HAZWOPER certification plus 8 hours of annual refresher training is required for workers who will be handling hazardous waste.
6. Visible Emission Observers – Provide evidence that personnel performing visible emissions evaluations have been trained and certified as a Method 9 Opacity observer.

**D. Contractor Chain of Command**

1. Submit a listing of key Contractor personnel, including names and relative positions, addresses, and telephone and pager numbers.
2. Include the names and telephone/pager numbers for contact persons who are available on a 24-hour basis in the event of emergencies.

**E. Worker Protection Plan**

1. Submit two copies of a written Worker Protection Plan to the Engineer for review and acceptance. The Worker Protection Plan must provide for the protection of Contractor workers from all project hazards including but not limited to fall protection, confined space (if applicable), hearing and eye protection, and exposure to hazardous materials or conditions. If Sections 831 and 832 are specified for the work, only a single worker protection plan is required.
2. Include as part of the plan, or in a separate submittal, a binder containing MSDS for all materials that will be used on the Project site. If all MSDS are not available at the pre-construction stage, provide the MSDS before using the product on site.

3. Address as part of the Worker Protection Plan, or in a separate document, the personal protective equipment and hygiene practices that will be invoked to protect workers from exposure to pigeon droppings in accordance with NYSDOT Safety Bulletin SB-94-4.
4. The Worker Protection Plan must be a project-specific program, prepared under the direction of, and signed by, an Industrial Hygienist (IH).
5. Address worker protection from lead in strict accordance with 29 CFR 1926.62 and the requirements of this Specification, as well as from other toxic metals in the paint (e.g., 29 CFR 1926.1126 for hexavalent chromium, 29 CFR 1926.1127 for cadmium, and 29 CFR 1926.1118 for inorganic arsenic). When toxic metals are present in the paint for which OSHA has not developed a comprehensive health and safety standard, include provisions to assure that the workers will not be exposed above the Threshold Limit Values (TLVs) established for the metal as identified in 29 CFR 1926.55. In the event of a conflict between the requirements of this specification and an OSHA standard, follow the most restrictive requirement.
6. Address the requirements of 29 CFR 1926.62, this specification, and other applicable Federal or State regulations in the Worker Protection Plan. A Worker Protection Plan is required any time that exposures to lead or other toxic metals exceed the Action Level. These elements of the Worker Protection Plan include, but are not limited to, the following:
  - a) A description of the Contractor's lead health and safety organization, including the responsibilities and qualifications of the IH and the competent person.
  - b) A description of arrangements for ensuring that subcontractors, if any, will comply with the Worker Protection Plan.
  - c) A description of each activity which will entail a risk for lead exposure.
  - d) Descriptions of the engineering, administrative and work practice controls that will be used to reduce exposure. As required by 29CFR1926.62, all feasible engineering, administrative and work practice controls must be implemented before considering the use of respirators to reduce exposure.
  - e) A respiratory protection program in compliance with 29 CFR 1910.134 including commitments to provide the necessary fit testing, respirator training, and medical evaluations. When lead is



present, include the provisions of 29 CFR 1926.62. When hexavalent chromium is present, include 29 CFR 1926.1126. When cadmium is present, include 29 CFR 1926.1127. When inorganic arsenic is present, include 29 CFR 1926.1118. Address the selection, use, maintenance and inspection of respirators, and qualifications for respirator users.

- f) A description of the Personal Protective equipment (PPE) to be provided, and plans for regular laundering or replacement of protective clothing.

Provide the name, address, and qualifications of the launderer, if one will be used, for the cleaning of reusable clothing. Provide a letter from the laundry indicating that it is permitted to handle clothing contaminated with lead and/or the other toxic metals of concern.

- g) A description of the hygiene practices the employees will be required to follow, and the procedures that will be implemented for the proper storage, testing, and disposal of hygiene and laundry wash water. Include a description, floor plan, and proposed number of decontamination facilities and hand wash stations that will be provided.
- h) A description of the Contractor's medical surveillance and removal program, including plans for notifying employees and the Engineer of results. This description shall include the name and address of the clinic(s) where testing will be performed, and of the OSHA-approved laboratory where blood samples will be analyzed.
- i) Plans for worker and supervisor lead training.
- j) An initial assessment of anticipated exposure level(s), including any relevant historical exposure monitoring data.
- k) Plans for performing exposure monitoring, and for notifying employees and the Engineer of results.
- l) Plans for posting warning signs in high exposure areas.
- m) Plans for regular inspections of the jobsite by the IH and the competent person. The IH shall inspect the site at least monthly and the competent person at least daily.

- n) Provisions for providing parking area(s) for worker's cars where they will not be exposed to lead.
  - o) Plans for updating the Worker Protection Plan.
  - p) Plans for keeping and maintaining the records, and issuing monthly summary reports.
  - q) Include the name of the competent person who will be making daily inspections of project activities to ensure compliance with the program, and the signature of the IH responsible for the development of the Plan.
7. Verify that any Subcontractors working for the Contractor are included in the program or in a separate program which meets the requirements of this Specification. If Subcontractors are operating under a separate program, include the program with the submittals.
8. Include statements that the Contractor will provide NYCDOT employees, NYCDOT Agents (such as REI Consultants engaged in inspection activities, and employees of the environmental monitoring firm), with the same OSHA related equipment and facilities that are provided to the Contractor and sub-contractor personnel. These include:
- a) Respiratory protection including cleaning and maintenance, and work areas to wash faces and respirator face piece. NYCDOT employees or Agents are responsible for assuring that all of their personnel have the necessary medical surveillance, are qualified to wear the respirators, and have been properly fit tested.
  - b) Protective work clothing including laundering or disposal.
  - c) Clean change areas including separated storage facilities for street and work clothes.
  - d) Hand washing facilities per 29 CFR 1926.51.
  - e) Shower facilities per 29 CFR 1926.51.
9. Review the Worker Protection Plan at least annually during the portion(s) of the Project which involve the disturbance of toxic metals. Revise and update as necessary to comply with any newly issued Federal, State or local regulations or revisions to existing regulations. Verify that the IH signs off on all reviews and revisions.

10. Submit a letter to the Engineer if it is proposed that objective data, rather than monitoring, will be used to prove that exposures from a given activity cannot exceed the Action Level for lead or other metals contained in the coating. Provide the objective data in writing, signed by the Contractor's IH in strict accordance with the requirements of 29CFR1926.62 (d)(3) and 29 CFR 1926.1126(k)(3). The Contractor can rely upon this data in lieu of monitoring only upon acceptance by the Engineer.

F. **Environmental Protection Plan** – Submit an Environmental Protection Plan to the Engineer. The plan shall include but not be limited to, the following elements:

1. **Assessment of Visible Emissions and Releases**
  - a) Provide a written program for the observation of visible emissions during Project activities. Note that these inspections by the Contractor are in addition to the observations that will be made by the Engineer or environmental consultant.
  - b) Visual assessments of emissions are required on a continuous basis while dust producing operations are underway. Include the methods of observation and inspection that will be made, and areas or work activities that will be observed.
  - c) Include a statement that the Contractor will shut down operations, adjust work practices, modify containment and take other steps as necessary to comply with the results of the visible emissions assessments as directed by the Engineer and/or the environmental consultant.
2. **Establishment of Regulated Areas** - Provide written procedures in accordance with the requirements of Part 3 of this Specification for the instrument monitoring of airborne exposures surrounding project activities, and the establishment of visible barriers (regulated areas) to control the access of personnel within the exposure zones.
3. **Ambient Air Monitoring**
  - a) Provide a written description of the TSP-lead high volume ambient air monitoring equipment the Contractor will provide for the Work. Include a description of the power that will be provided to operate the units. Provide catalog cut sheets for the monitors and power generators (if used).
  - b) Provide a written description of the maintenance and security measures that will be taken to protect the monitoring equipment

(i.e., full time guard, removal and reinstallation of the equipment each day, etc.). Describe the provisions made for setting up and removing (or securing) the monitors each day, as stipulated in this Section.

- c) The environmental consultant will also be conducting real time monitoring (using their own equipment) to evaluate airborne particulate levels at various locations such as the containment seals and entryways.
- d) Include a statement that the Contractor will shut down operations, adjust work practices, modify containment and take other steps as necessary to comply with the results of the high volume or real time monitoring as directed by the Engineer and/or the environmental consultant.

4. Evaluations of Ground (Soil), Equipment, Structures and Other Surfaces

- a) Provide a written program for the visual inspection of the ground, soil, equipment, and other surfaces beneath and around the project site for the presence of project dust and debris. Include the frequency of the inspections, and the inspection procedures that will be followed both during the Work and upon completion of project activities. Note that these inspections by the Contractor are in addition to the observations that will be made by the Engineer or environmental consultant.

5. Water and Sediment Evaluations

- a) Provide a written program for the visual inspection of the water and sediment beneath and around the project site for the presence of project dust and debris. Include the frequency of the inspections, and the inspection procedures that will be followed both during the Work and upon completion of project activities. Note that these inspections by the Contractor are in addition to the observations that will be made by the Engineer or environmental consultant.

6. Cleaning/Clearance Plans

- a) Provide a written program identifying the procedures, methods, equipment, and materials that will be used to conduct daily and final cleanup of project dust and debris. Include a description of the cleanliness examinations that will be made by the competent person (e.g., both visual examinations and more detailed

inspections involving wiping the surfaces as described in Section 3.06). Include provisions for recleaning equipment that fails wipe tests ( $<400 \mu\text{g/sq ft}$ ) that may be conducted by the environmental consultant.

- b) Indicate that these inspections are conducted to assure that the work site and surrounding equipment, property, structures, ground, soil, water, sediment, and other surfaces have been properly cleaned and are free of visible paint chips, blasting material, or other debris in compliance with this Section. Cleaning is required routinely each day and upon completion of all project activities.
- c) When wet wiping or washing is employed, identify the solutions proposed for cleaning the surfaces and equipment.

7. Sensitive Natural Resources and Endangered or Protected Species

- a) The NYCDOT will stipulate whether sensitive natural resource areas are located around the project. If the project is located in a natural resource area, develop a site-specific Habitat Protection Plan addressing the steps that will be taken to protect these sensitive ecological areas from damage.
- b) The NYCDOT will advise whether peregrine falcons, barn owls or red-tailed hawks are nesting on the bridge. If present, develop a site-specific plan for the sequencing of paint removal operations to avoid disturbing nesting pairs, including obtaining the required Federal USF&WS and NYSDEC permits if it is proposed that unoccupied peregrine falcon nests be moved.
- c) If Sections 831 and 832 are specified for the work, only a single sensitive natural resources/ endangered and protected species plan is required.

G. **Spill Response Plan**

- 1. Develop and implement a Spill Response Plan to control and clean up spills or dispersions of deteriorated paint chip material, and/or abrasive blast material.
- 2. Specifically identify the procedures that will be used to comply with the following steps:
  - a) Containment of the breach.

- b) Immediate notification of the NYCDOT Engineer and, as directed by the Engineer, other agencies such as the Coast Guard or the New York State Department of Environmental Conservation Spill Bureau.
  - c) Collection and removal of the spilled material by washing and wiping and/or HEPA vacuuming.
  - d) Visual inspections to confirm complete removal of the material.
  - e) Changes to work practices and/or equipment and material used to prevent a reoccurrence.
- H. **Noise** – Provide a Construction Noise Mitigation Plan that defines the steps taken to comply with the standard, materials used to control noise, and worker training. Include copies of any required permits for after hours work. If Sections 831 and 832 are specified for the work, only a single Noise Mitigation Plan is required.
- I. **Containment Plans and Drawings** – Provide six (6) complete sets of detailed working drawing(s) of each containment system proposed for use on the structure. The drawings shall be prepared and stamped by a registered, licensed Professional Engineer. No paint removal work is allowed to begin until the drawings have been reviewed and accepted by the Engineer.
- 1. Provide plan and elevation views of the containment enclosure in relation to the bridge structure.
  - 2. A design analysis of the loads on the bridge due to the containment enclosure including: maximum dead and live loads of the enclosure, the workers, blast abrasive, and equipment; maximum allowable load for the floor and working platform; wind loads imposed on the structure by the enclosure; and maximum wind velocity that the containment enclosure is designed to withstand.
  - 3. If the containment system is supported by the bridge, the working drawing submittal shall include certification by the Professional Engineer that the loads imposed do not cause the overall stress level of any element of the bridge to exceed the Operating Allowable Stresses defined in AASHTO Manual for Maintenance Inspection of Bridges (current edition).
  - 4. The analysis shall account for all loads on the structure, including the enclosure dead load, worker live load, blast abrasive load, equipment load, wind load, structure dead load, and live load plus the impact. The highway live load used for analysis purposes shall be either a HS20 truck

or equivalent lane loading, whichever is greater, unless a different highway live load is shown on the plans.

Except as noted, the analysis shall use the loadings and design assumptions in the NYSDOT Standard Specifications for Highway Bridges.

5. Provide all data, calculations, and assumptions used for the design of the containment and ventilation system. Provide air make-up locations, the location(s) of the exhaust ductwork, and the type and location of dust collector(s) that will be employed. Provide manufacturer's data sheets, equipment weights, and airflow capacities of the equipment.
6. Provide a description of the type of containment material(s) used for the walls and ceiling, and the type of flooring system or working platform employed. If a barge or another type of floating platform is used, include details regarding its construction, such as materials and dimensions, how the platform will be tied-off, how the debris will be collected and off-loaded, etc.
7. Provide technical data sheets, specification sheets, any other information needed to thoroughly describe the materials proposed for use.
8. Identify the methods by which the containment enclosure will be supported or attached to the bridge (e.g., rollers, clamps). Welding, bolting, or similar connections will not be allowed.
9. Identify the methods that will be used to seal the joints (seams) formed when fabricating the containment enclosure, and the method that will be used to seal the mating joints between the containment enclosure and the bridge structure.
10. Identify the method that will be used to seal the entryway.
11. Provide a description of how the drainage run-off from existing deck drains will be routed through the enclosure.
12. Provide the plans for maintaining the operation of any existing equipment or bridge facilities during the Work (e.g., navigation, anti-collision, aerial, roadway, and parking lot lighting).
13. Provide the type, size, and configuration of auxiliary lighting that will be provided for inside the containment enclosure.

14. Provide information on any temporary heating units proposed for use, fuel to be used and the safety measures to be employed for heater use and fuel storage.
15. Describe the methods that will be used to provide worker access to the enclosure (personal lifts, scaffolds, etc.) and the procedures and equipment that will be used to protect workers from falls.
16. Provide details on how the use of the containment enclosure will be coordinated with the maintenance and protection of traffic. Encroachments onto roadways, and clearances over waterways and railroads shall be clearly identified. Structures that span a navigable waterway may be subject to regulation by the U.S. Coast Guard, the U.S. Army-Corps of Engineers, the N.Y.S. Thruway Authority – Office of Canals, and the N.Y.S. Dept. of Environmental Conservation.
17. Provide details on how the containment enclosure is assembled and disassembled, and moved to a new location on the structure as surface preparation work progresses. Indicate how the dust collector will be included in the containment enclosure. All other pertinent details relating to the containment enclosure shall be included with the working drawings as notes, or as written narrative.
18. Describe the provisions made for moving the containment out of navigation lanes when working over active waterways.
19. Describe the provisions made for moving or lowering the containment in the event of inclement weather.
20. Identify the methods that will be used to verify adequate air flow characteristics and negative pressure within containment.
21. Describe the containment inspection and cleaning procedures that will be undertaken.
22. Include any other information needed to thoroughly describe the containment plan.

**J. Emergency Containment Demobilization Plan**

1. Provide a detailed plan for dropping the containment upon notification of inclement weather, including but not limited to conditions such as sustained wind speeds of 40 mph (64 kilometers/hour), gusts greater than 40 mph (64 kilometers/hour), or heavy snow/ice.



2. Include the methods and procedures that will be followed to assure that:
  - a) all equipment and tools are secured,
  - b) the containment is cleaned of loose dust and debris,
  - c) all containment system roof and wall enclosure elements that could contribute to adding wind load to the bridge structure are removed or lowered (excluding containment framing), and
  - d) snow and ice are removed from the containment routinely, as well as under storm conditions.

**K. Lockout/Tagout Plan**

1. Provide the procedures in accordance with 29 CFR 1910.147 and 1910.333 that will be followed for lockout/tagout of existing electrical utilities within containment or other work areas as appropriate.
2. Include provisions for coordinating lock-out/tag-out activities with NYCDOT and the Utilities.
3. If Sections 831 and 832 are specified for the work, only a single lockout/tagout plan is required

**L. Waste Management Plan**

1. **Waste Handling, Storage, and Disposal**
  - a) Provide the procedures that will be followed for the collection of random and representative samples of the waste for sampling and testing, and the testing and analysis procedures that will be used to characterize the waste before shipping.
  - b) Provide procedures for the site handling, storage, container inspection, packaging, labeling, manifesting, transporting, and disposal of the waste. Include a written containment plan for adequately shielding and protecting the surrounding area when transferring and/or conveying hazardous waste from one container to another to prevent any dispersion or spills.

- c) Provide a detailed contingency plan that addresses worker training and the notification, containment, clean up, and reporting that will be undertaken in the event of a spill during the jobsite handling and transportation of the waste.

2. **Hazardous Waste Transportation**

- a) Submit evidence that each proposed hazardous waste transporter has a 6 NYCRR Part 364 Waste Transporter Permit.
- b) If it is proposed that the transportation pass through other states, provide evidence that the transporter complies with the applicable laws, codes, rules and regulations of the respective states.

3. **Hazardous Waste Disposal**

- a) Provide the name, address, license or permit number, qualifications, and contact person of each proposed legally permitted hazardous waste disposal facility that will be used.
- b) Advise each proposed recycling or waste disposal facility that paint removal waste will be generated (e.g., abrasive/paint debris), and identify the metals that the waste will likely contain. Based on that information, request a letter from each facility, stating that the facility can accept this type of waste, is authorized to accept the waste under the laws of the State of residence, has the required capability to treat and dispose of the materials, and will provide or ensure the ultimate disposal method indicated on the Uniform Hazardous Waste Manifest.
- c) Provide the Engineer with the original letter signed by a legally authorized representative of the facility prior to shipping any hazardous waste but within enough time to ensure all wastes are disposed within Contract required time frames. Include a copy of permits or letter of authorization to operate the facility and provide a signed statement from the disposal facility that the waste shipping containers that the Contractor proposes to use are acceptable to the facility.
- d) If recycled steel grit abrasives will be used, the Contractor shall advise the disposal facilities that the paint removal waste must be handled and stabilized as if it tested hazardous, even if the initial TCLP test results are below hazardous thresholds. Provide the Engineer with the proposed means of stabilization that will be used

by the facility to comply with the requirements of this specification.

- e) If it is proposed that a secondary smelter will be used for the recycling of the hazardous waste, provide evidence that the smelter holds a valid EPA and consignment state approval for the treatment of the hazardous materials present in the waste that will be generated (e.g., D008 in the case of lead-containing waste).

**4. Waste Water Disposal Information**

- a) Submit the name, address, and contact person of the facility that will be accepting the wastewater for disposal. Wastewater under this item is water used for washing and cleaning the bridge and equipment. The handling and disposal of hygiene water is included as part of the decontamination units under the Worker Protection Plan.
- b) The Contractor shall advise the facility of all of the toxic metals and anticipated concentrations that the water will likely contain. Based on that information, request a letter from the proposed facility stating that the facility can accept waste water, is authorized to accept the waste under the laws of the State of residence, and has the required capability to treat and dispose of the waste water. If the facility indicates that the wastewater can be placed into the sanitary sewer system, include such an authorization in the letter. Provide the Engineer with the original letter signed by a legally authorized representative of the facility, including a copy of permits or letter of authorization to operate the facility.

**5. Non-Hazardous Waste Transportation and Disposal Information**

- a) Provide the name, address, license or permit number, qualifications, and contact person of each proposed hauler of non-hazardous waste (note that paint removal waste has been declared hazardous).
- b) Submit the name, address, license or permit number, qualifications, and contact person of each permitted waste landfill that will accept the non-hazardous (construction) waste, and the waste which passes TCLP, but which contains toxic metals.

- c) Provide a letter of intent from the proposed legally permitted landfill operator agreeing to accept waste which passes TCLP, but which contains toxic metals.

### **A.03 CONSTRUCTION START UP SUBMITTALS**

- A. **Worker Protection** – Submit the following documentation to the Engineer prior to the initiation of lead exposure-producing operations:
  - 1. Documentation of purchase or mobilization of respirators and personal protective equipment (PPE).
  - 2. Documentation of purchase and mobilization of decontamination facilities before beginning the project.
  - 3. Certification of completion of lead training for supervisors and employees (including SSPC C3, SSPC C5 and NYCDOT project-specific requirements, such as HAZWOPER).
  - 4. Documentation of respirator fit testing for all employees who will wear respirators.
  - 5. Verification that the employees who will potentially be exposed to lead above the Action Level have successfully completed the necessary medical surveillance. For employees who refuse to participate in the medical examinations and biological monitoring, provide written proof signed by the employee, that they were offered, but declined the examinations and monitoring.
- B. **Certification of Containment Installation**
  - 1. Prior to working within each unique containment design, submit a letter signed and sealed by the containment design engineer stating that the containment system has been assembled as shown on the approved, signed and sealed drawings. The inspection shall be performed by the design engineer, or a designee employed by the same firm and working under the direction of the design engineer,
  - 2. If the containment is not installed in accordance with the design drawings, and field modifications are made, issue supplemental calculations for the new design for Engineer review and approval in accordance with the original submittal requirements.

#### A.04 CONSTRUCTION PHASE SUBMITTALS

- A. **Competent Person Daily Reports** – Make the competent person's daily oversight reports or logs available for review by the Engineer or environmental consultant when requested. Include enough information and observations to demonstrate compliance with the specification requirements and the documentation requirements of the following plans:
1. Compliance with the Worker Protection Plan.
  2. Compliance with Environmental Protection Plan including daily and final project cleanup.
  3. Compliance with the Waste Handling Plan.
  4. Compliance with the Containment submittals.
- B. **Worker Protection** – Submit the following documentation to the Engineer throughout the course of the project:
1. For all new supervisors and employees who begin Work after the initial project start-up, before the individual begins working on the project, provide certification of completion of lead training (including SSPC C3 and NYCDOT project-specific requirements), respirator fit testing, and verification that they have successfully completed the necessary medical surveillance. For employees who refuse to participate in the medical examinations and biological monitoring, provide written proof signed by the employee, that they were offered, but declined the examinations and monitoring.
  2. Worker exposure monitoring results (included in the monthly summary report described below).
  3. De-personalized results of all employee medical testing at the end of each month that testing is performed (included in the monthly summary report described below).
  4. Documentation of any medical removals within 1 day of the removal, a description of what triggered them, and the corrective measures taken.
  5. Copies of the hygiene water test results (water used for washing, showering, or laundering clothing on site). Tests are to address all of the parameters established by the POTW to confirm the acceptability of the

filtration. Provide the Engineer with the test results within 5 days of receipt and before disposal or discharge of the water.

6. Any revisions or updates to the Worker Protection Plan immediately upon development.
7. Confirmation that the parking lots for worker cars are not in lead-exposure areas.
8. MSDS for all new products and materials brought onto the Project site. At the Engineer's discretion, the Contractor may be directed to maintain the MSDS at the Project site only, rather than provide a separate copy to the Engineer in addition to the Project site copy.
9. Monthly progress reports - Except where the Contractor can document that employee lead exposure will be below the Action Level, at the end of each month of Work which entails potential lead exposure, submit a report to the Engineer which has been reviewed, signed, and certified by the IH. Submit the report within 10 calendar days after the completion of each month. This report shall contain the following elements:
  - a) A summary of the Work entailing potential lead exposure that was completed in the last month including a summary of the observations made by the IH during the monthly visit and any required intervention activities.
  - b) A statement that, with the exception of any deficiencies noted, the past month's work has been in compliance with the requirements of 29 CFR 1926.62, this specification, and all other applicable Federal and State regulations.
  - c) A description of any interventions or deficiencies noted, along with a summary of the corrective actions taken.
  - d) A summary of the results of any exposure monitoring or medical testing which was completed in the past month. To protect worker privacy, these results shall not include the individual names or Social Security numbers of the workers tested. Instead, workers shall be identified by trade (e.g., ironworker, painter, laborer, etc.) and with an individual control number so that their exposure can be tracked throughout the project.
10. Results of any exposure monitoring conducted on the Engineer and NYCDOT Agents. Provide the results within the same 5 day notification period required for Contractor employees.

C. **Visible Emissions and Releases**

1. Record the results of the daily assessments of visible emissions and releases in a log or report form approved by the Engineer. Include the following information at a minimum: Contract number, Contractor's name, Work location, date of observations, daily observation results (location and duration of emission), general comments, outline of the visible emission criteria, notation of compliance or noncompliance with the visible emission criteria, notification of Agencies as applicable, corrective actions, and signature block for the observer.
2. Provide the Engineer with an immediate verbal report each time that unacceptable visible emissions or releases are observed.
3. Document all cases where Work has been halted due to visible emissions or releases, the resulting cleanup activities performed, the reason or explanation for the emission or release, and the corrective action taken to avoid a reoccurrence. Provide the written report to the Engineer within 48 hours of the occurrence.

D. **Regulated Area Monitoring** – The laboratory must provide the results of regulated area monitoring to the Contractor within three days of the field sampling. Provide the test results to the Engineer verbally within one day of receipt, and in writing within 5 working days thereafter.

E. **Containment Scaffolding Inspection Log** - Maintain, and make available for review by the Engineer, a daily log of the inspections of scaffolding, platforms, and wire ropes in accordance with the OSHA requirements. Conduct the inspections each shift, and after any occurrence which could affect the structural integrity of the scaffolding or wire suspension ropes.

F. **Air flow and Negative Pressure Measurement Log** - - Maintain, and make available for review by the Engineer, a log of air flow and negative pressure measurements.

G. **Temporary Heating Units** - If the use of temporary heating units was not anticipated at the time of the initial submittals, notify the Engineer at least one week in advance of use of heating units. Submit, for approval, information on fuel to be used and the safety measures to be employed for heater use and fuel storage.

## H. **Waste Management**

1. **Waste Storage Logs** – Maintain daily waste storage logs and make them available for inspection by the Engineer or environmental consultant.
2. **Waste Analysis Reports**
  - a) Direct the laboratory to send the original waste analysis test reports directly to the Engineer, with copies of the results to the Contractor. The reports must be issued no later than five (5) calendar days after the representative samples are submitted for testing, with a copy being sent by facsimile transmission to the Engineer the same day the report is sent.
  - b) The reports shall contain at a minimum the following information: the identity of the waste stream(s) analyzed, the number of samples collected and tested, dates of sampling and testing, laboratory test procedures utilized, the names and signatures of the individuals collecting the samples and conducting the laboratory tests, an interpretation of the test results, and chain-of-custody forms.
3. **Waste Manifests and Disposal Documentation**
  - a) **Waste Manifest**
    - (1) The Contractor shall prepare the Uniform Hazardous Waste Manifest for each shipment, including the LDR (Land Disposal Restriction) certification, which will be attached to the manifest. The Engineer will sign the Generator's Certification on the manifest and maintain copies of the original manifest and signed copies upon completion of disposal.
    - (2) If the signed manifest is not received from the disposal facility within forty-five (45) days of shipment, as directed by the Engineer, the Contractor shall initiate the EPA Exception Report in accordance with 40 CFR 262.42, and take all steps necessary to locate the manifest or waste.
  - b) **Disposal Certification** – The Contractor shall provide a certification for each manifested shipment that the waste was accepted by the recycling or disposal facility, and properly treated and disposed of.



**I. Daily and Final Project Clean-up**

1. Maintain a log or report confirming the visual cleanliness of the jobsite each day, the cleanliness of containment prior to movement, and the more detailed testing of cleanliness (wiping with a cloth and inspecting for dislodged material) prior to dismantling, and cleanliness of contractor equipment prior to removal from the project site. Include the results of any wipe samples conducted on equipment by the environmental consultant.
2. Prepare a letter report presenting the results of the inspections conducted to verify the final cleanliness of the project site, surrounding property, waterways, equipment, buildings, and structures. Submit the report to the Engineer within one (1) week of the final inspection.
3. Include a summary of any problems or releases that occurred during the project, and the clean up and corrective action measures that were taken to resolve the problem.

## APPENDIX B – TERMS AND DEFINITIONS

1. **Action Level** – Employee exposure, without regard to the use of respirators, to an airborne concentration in micrograms per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ) calculated as an eight hour time-weighted average (TWA). The Action Level for lead is  $30 \mu\text{g}/\text{m}^3$ .
2. **Acceptance Criteria** – Minimum standards for the content of programs, plans, procedures, and designs required by this Specification for the performance of the Contract. Acceptance criteria will be the basis for judging the responsiveness of Contractors' programs and will also be used as a basis for suspending work, if necessary.
3. **Agency** – New York City Department of Transportation (NYCDOT)
4. **CERCLA** – Comprehensive Environmental Response, Compensation, and Liability Act; commonly called Superfund. Federal laws addressing the clean up of hazardous waste sites. Amended in 1986 by the Superfund Amendments and Re-Authorization Act (SARA). EPA implementing regulations are contained in 40 CFR 300-373.
5. **CIH** – Certified Industrial Hygienist holding valid certification by the American Board of Industrial Hygiene (ABIH).
6. **Competent Person** – One who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them. The Competent Person is either an employee of the Contractor, or is under contract directly to the Contractor.
7. **Compliance Program** – A document prepared by the Contractor performing the removal of the lead-containing paint giving a detailed description of engineering controls, work practices, and safety precautions that will be adopted for the execution of the work. The Compliance Program is part of the overall Worker Protection Plan in this specification.
8. **Containment System** – A system which minimizes or prevents debris, generated during surface preparation or the removal of lead-containing paint, from entering into the environment, and which facilitates the controlled collection of the debris for disposal. It includes the cover panels, screens, tarpaulins, scaffolds, supports, and shrouds used to enclose entire work areas or the paint removal tools. Containment systems may also employ the use of ground covers or water booms.
9. **Contractor** – The person or corporate body that is party to the contract and bound to execute the work in accordance with the contract.
10. **Discharge** – Accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, or dumping of hazardous material, waste water or waste into or on any land, water or airspace.

11. **Disposal** – The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid or hazardous waste into or on any land or water, so that no solid waste or hazardous waste, or any constituent thereof, may enter the environment or be emitted into the air or discharged into any waters, including ground waters.
12. **Disposal Facility** – A licensed facility where hazardous and non-hazardous waste is intentionally placed, and in which the waste will remain after closure.
13. **Emission** - A release of material to the air, water, or ground.
14. **Employee Lead Exposure** – Exposure which would occur if the employee were not using a respirator.
15. **Engineer** – The designated NYCDOT employee, or authorized representative, who is responsible for the project including the authority to accept or reject Work on behalf of the Agency.
16. **Engineering Controls** – The use of technologically feasible controls in the work areas for the purpose of reducing and maintaining employee exposure to lead to or below the PEL, and for controlling emissions from the work area. Examples of engineering controls are mechanical ventilation for enclosures, or methods which capture the dust at the point of generation such as vacuum blast cleaning.
17. **Environmental Consultant** – Individual or company employed by the NYCDOT on a periodic or full time basis to monitor the lead removal project to assure that it is conducted in an environmentally protective manner in accordance with the provisions of this specification and the contract documents.
18. **EPA** – The U.S. Environment Protection Agency. Regulations are contained in Title 40 of the Code of Federal Regulations (40 CFR).
19. **EPA Hazardous Waste Number** – The Federal number assigned to each hazardous waste. The number assigned to lead waste is D008.
20. **Flood Plain** – A flat, low-lying portion of a stream valley subject to periodic (50 to 100 years) inundation during a flood.
21. **Generator** – Any facility owner, operator or person whose act or process produces hazardous waste or whose act first causes a hazardous waste to become subject to regulation. The NYCDOT and Contractor are co-generators for the work under this Specification. The NYCDOT will obtain the EPA ID Number.
22. **Hazardous Waste (lead paint debris)** – Waste that is classified as hazardous due to its concentrations of regulated hazardous substances. Wastes may be classified as hazardous based on the characteristics of toxicity, ignitability, corrosivity, and reactivity. Paint

debris is typically classified as hazardous waste based on the characteristic of toxicity. This is determined by testing representative samples of the waste using the Toxicity Characteristic Leaching Procedure (TCLP). If the leachate contains any of the eight metals or other substances in concentrations at or above limits established in 40 CFR 261, Identification and Listing of Hazardous Wastes, it is classified as hazardous.

23. **HEPA** – A high efficiency particulate air filter (HEPA filter) removes from the air 99.97% or more of the aerosols having a diameter of 0.3 microns.
24. **Ignitability** – A characteristic of waste that causes it to be classified as hazardous. Waste is determined to be ignitable if it is found to be capable of being set afire, or of bursting into flame spontaneously or by interaction with another substance or material, when tested in accordance with 40 CFR 261. Spent solvents and liquid paint waste typically fall into this category.
25. **Leachate** – The amount of a specific substance (e.g., lead) that is carried off or dissolved out of a material. The amount of leachable lead that classifies paint debris as being hazardous is 5 mg/L (ppm) when tested by TCLP.
26. **Lead** – Metallic lead, all inorganic lead compounds, and organic lead soaps. The lead pigments used in paints comply with this definition.
27.  **$\mu\text{g}/\text{m}^3$**  – Micrograms per cubic meter. Common units for reporting airborne concentrations of lead and other aerosols.
28. **mg/L** – Milligrams per liter. Common units for reporting a concentration of a specific substance in units of mass per volume (e.g., amount of hazardous material contained in paint debris).
29. **MSDS** – Material Safety Data Sheet. Data provided by the manufacturer of a product that identifies the hazardous constituents contained in the product together with precautions that need to be taken during its handling and use.
30. **NAAQS** – National Ambient Air Quality Standards. Federal regulations which establish limits on allowable pollutants in the ambient air. Lead and particulate matter are included. Regulations are found in 40 CFR 50.
31. **NIOSH** – National Institute of Occupational Safety and Health.
32. **OSHA** – Occupational Safety and Health Administration. Standards are contained in Title 29 of the Code of Federal Regulations, Parts 1910 and 1926 (29 CFR 1910 and 29 CFR 1926).
33. **Owner** – New York City Department of Transportation (NYCDOT)

- 34. **Paint Removal Waste** – Removed paint particles combined with the material (e.g., abrasives) used to remove the paint. Recyclable steel grit is also considered a paint removal waste once it has been used for the paint removal operation.
- 35. **Permissible Exposure Limit (PEL)** – Employee exposure, without regard to the use of respirators, to an airborne concentration in micrograms per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ), calculated as an eight hour time-weighted average (TWA). The PEL for lead is  $50 \mu\text{g}/\text{m}^3$  as an 8 hour TWA. If an employee works for longer than 8 hours in a given day, the PEL is reduced using the following formula:  
  
$$\text{Adjusted PEL} = (\text{PEL} \times 8) \div (\text{hours worked in the day})$$
- 36. **PM-10** – Particulate matter of an aerodynamic equivalent diameter of 10 microns or less. PM-10. Term associated with the collection of airborne particulate using high volume ambient air samplers.
- 37. **POTW** – Publicly Owned Treatment Works (e.g., waste water treatment facility).
- 38. **PPM** – Parts per million. Common units for reporting a concentration of a specific substance (e.g., amount of hazardous material contained in paint debris).
- 39. **RCRA** – Resource Conservation and Recovery Act. RCRA regulations addressing waste handling and disposal and are found in 40 CFR 240 through 280.
- 40. **Regulated Area** – Area established by the Contractor, outside of which the airborne concentrations of lead or other toxic material can reasonably be expected to not exceed the corresponding Action Level.
- 41. **Representative Sample** – A sample of debris from a pile, drum, or container of debris which can be expected to exhibit the average properties of that pile, drum, or container of debris.
- 42. **SSPC** – The Society for Protective Coatings. An independent, non-profit organization of engineers, technical specialists, and contractors whose goal is research and development of new coatings and methods for removal, application, and disposal of existing coatings on industrial structures.
- 43. **TCLP** – Toxicity Characteristic Leaching Procedure. Laboratory tests conducted on wastes that determine the amount of hazardous materials that leach out into a test solution. The test is intended to simulate the properties of water as it leaches through a solid waste landfill. TCLP testing is defined in 40 CFR 261, Appendix II.
- 44. **Threshold Limit Value (TLV)** – The time-weighted average concentration for a normal 8-hour workday and a 40-hour workweek, to which nearly all workers may be repeatedly exposed day after day, without adverse effect.

45. **Time Weighted Average (TWA)** – The average concentration of a contaminant in air during a specific time period.
46. **Treatment** – Any method or process designed to change the physical, chemical or biological characteristics or the composition of any hazardous waste so as to render such waste non-hazardous.
47. **Treatment, Storage, and Disposal (TSD) Facility** – The TSD facility is the last phase of the cradle-to-grave concept in handling hazardous waste, and is responsible for its proper disposal. Requirements are found in 40 CFR 264 and 265.
48. **TSP** – Total Suspended Particulate. Term associated with the collection of airborne particulate using high volume ambient air samplers. Filters are typically analyzed for lead.
49. **Waste Stream** – A waste stream represents debris of a similar type, make up, and process. The paint debris from a given structure represents a single waste stream if the coating system and method of removal is constant. The debris represents a different waste stream, if different coating materials or methods of removal are involved. For example, the waste created when using recycled steel grit generates a different waste stream than waste created using a disposable abrasive (e.g., Black Beauty) even though the paint being removed is the same. The waste stream consists of the abrasive material, removed paint particles and any other materials generated during the paint removal process.
50. **Worker Protection Plan** – Comprehensive plan addressing the steps that will be taken to protect the health and safety of Contractor workers from jobsite hazards.
51. **Ventilation System** – Ventilation systems include both natural ventilation and artificial ventilation (mechanical fans, hoods, and ductwork), to provide air movement across the work area, and dust collectors to clean the air stream prior to discharge.
52. **Visible Emissions** – Emissions of particulate from the work area that are visible to the unaided eye. EPA methods for assessing visible emissions are found in 40 CFR 60, Appendix A. Method 9 determinations are based on the opacity of the emissions. Method 22 is based on total visible emissions regardless of the opacity.

## **APPENDIX C**

### **HISTOPLASMOSIS**

#### **INTRODUCTION**

Employees engaged in a variety of tasks are often required to work in areas where pigeons have nested, usually for long periods. Such conditions are often found in bridge structures and cold storage facilities. This nesting results in a substantial build-up of pigeon droppings, a condition which can be harmful to humans if the material is disturbed and made airborne.

Histoplasmosis is a fungal infection resulting from exposure to pigeon droppings. Infectious material enters the body usually by inhalation into the lungs, but in some cases by ingestion through the mouth into the gastrointestinal tract. Pigeons do not carry the organism that causes histoplasmosis. Histoplasmosis is caused by a soil organism that requires the moist, nutrient rich environment that large masses of droppings offer. Areas with small amounts of dried droppings pose minimal hazard.

This Safety Bulletin is intended to alert employees of this potential health hazard and establish common sense precautions to minimize exposure.

#### **PROCEDURES**

Prior to work in any area where pigeons nest, a thorough inspection should be made to determine if, and to what extent there is a build-up of material. Inspection itself requires minimum precautions such as the use of personal protective equipment, which may include gloves, rubber boots, rain suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity should be directed to the Regional Safety Representative or Employee Safety & Health Section.

If substantial material is found in the immediate work area, cleaning must be performed. Employees engaged in cleaning activity shall wear all of the personal protective equipment specified above. A high powered water hose is an effective means to remove material. If the material is to be scraped away, it must be kept wet during the entire process. Application of a cleaning agent (bleach, for example), before removal may help dissolve the material, and may be applied as a disinfectant upon the affected surfaces after the droppings have been removed. Compressed air shall not be used to remove pigeon droppings because it increases the potential for inhalation and ingestion of airborne particles and the area of potential exposure.

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. All other personal protective equipment appropriate for the task and/or location shall be used, such as fall protection, hard hat, etc.

Employees engaged in cleaning, or any other activity which involves exposure to pigeon droppings, should observe a high degree of personal hygiene, even if the exposure is casual.

Special care must be taken to wash hands thoroughly before eating or smoking.

*HISTOPLASMOSIS (NYS DOT Code: SB-94-4, Date: 1/21/94), Last Update: April 20, 1999*



Table 1  
Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals<sup>1</sup>

Containment Removal Method	Containment SSPC Class <sup>2</sup>	Containment Material Flexibility	Containment Material Permeability <sup>3</sup>	Support Structure	Material Joints	Containment Entryway	Ventilation System Required	Negative Pressure Required	Exhaust Filtration Required
Hand Tool Cleaning	3P	Rigid or Flexible	Penetrable	Minimal	Partially Sealed	Open Seam	Natural	Not Req'd	Not Req'd
Power Tool Cleaning w/ Vacuum	3P	Rigid or Flexible	Penetrable	Minimal	Partially Sealed	Open Seam	Natural	Not Req'd	Not Req'd
Power Tool Cleaning w/o Vacuum	1P	Rigid or Flexible	Penetrable or Impermeable	Rigid or Flexible	Fully Sealed	Resealable	Mechanical	Required	Required
Chemical <sup>4</sup> Stripping Hand Remv	3C	Rigid or Flexible	Chemical Resistant	Minimal	Partially Sealed	Open Seam	Natural	Not Req'd	Not Req'd <sup>4</sup>
Chemical <sup>4</sup> Stripping Wet Remv	2C	Rigid or Flexible	Chemical and Impermeable	Rigid or Flexible	Fully Sealed	Overlapping	Natural	Not Req'd	Not Req'd <sup>4</sup>
Water Methods <sup>5</sup>	2W	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed	Overlapping	Natural	Not Req'd	Not Req'd <sup>5</sup>
Vacuum Blasting	4A	Rigid or Flexible	Penetrable or Impermeable	Minimal	Partially Sealed	Open Seam	Natural	Not Req'd	Not Req'd
Wet Abrasive Blasting <sup>6</sup>	1W	Rigid or Flexible	Impermeable & Impermeable	Rigid or Flexible	Fully Sealed	Resealable	Mechanical	Required	Required
Abrasive Blast Cleaning <sup>7</sup>	1A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed	Airlock or Resealable	Mechanical	Required	Required

<sup>1</sup>This table provides general design criteria only. Other combinations of materials may provide controls over emissions equivalent to those combinations shown above.

- <sup>2</sup>The SSPC Classification is based on SSPC Guide 6. Note that for work over water, water booms or boats with skimmers should be employed, where feasible, to contain spills or releases. Debris must be removed daily at a minimum.
- <sup>3</sup>Permeability addresses both air penetrability and water permeability as appropriate. In the case of water or chemical removal methods, the containment materials must be resistant to both chemicals and water. Ground covers should always be impermeable, and of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up.
- <sup>4</sup>Ground covers must always be impermeable and of sufficient strength to withstand the weight and impact of the debris and the equipment used for cleaning. When tarpaulins are used, install plywood above or below the tarpaulins as necessary to prevent perforation. If debris escape through the seams, then additional sealing of the seams and joints is required. All containment materials and materials used for sealing must be resistant to both chemicals and water. If unacceptable worker exposures to lead or other toxic metals occurs, incorporate a ventilation system.
- <sup>5</sup>This method applies to high pressure water jetting without abrasives. Ground covers and the lower portions of the containment must be of sufficient strength and integrity to facilitate the collection and holding of the water and debris for proper disposal. Ventilation is not required provided the emissions are controlled as specified in this Section, and provided worker exposures are properly controlled. If unacceptable worker exposures to lead or other toxic metals occurs, incorporate a ventilation system into the containment.
- <sup>6</sup>This method applies to any methods which combine water with abrasives. Ground covers and the lower portions of the containment must be of sufficient strength and integrity to facilitate the collection and holding of the water and abrasive/paint debris for proper disposal.
- <sup>7</sup>Ground covers must be of sufficient strength to withstand the impact and weight of the abrasive and the equipment used for cleaning. Ground covers must also extend beyond the containment boundary to capture escaping debris.

## ADDENDA CONTROL SHEET

TITLE: RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

[illegible]

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: HBPED100M  
(Re-Bid 1)

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N. 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

ADDENDUM NO. 4

DATED: April 23, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 3 of 3, the DRAFT WORK PERMIT as contained on page A2-64 and pages 2 of 8 through 8 of 8 preceding page A2-72;  
Delete the DRAFT WORK PERMIT, as contained on page A2-64 and pages 2 of 8 through 8 of 8 preceding page A2-72, in its entirety;  
Substitute the revised DRAFT WORK PERMIT as contained on the attached pages A2-64(R) through A2-71(R).
2. Refer to the Contract Drawings, DWG NOS. G-2, G-3, WZTC1-2, WZTC1-4, WZTC1-5, WZTC1-7, S1-8, S1-29, S1-30, S1-31, S1-37, L-9, and D1-4;  
Delete DWG NOS. G-2, G-3, WZTC1-2, WZTC1-4, WZTC1-5, WZTC1-7, S1-8, S1-29, S1-30, S1-31, S1-37, L-9, and D1-4, in their entirety;  
Substitute the attached revised DWG NOS. G-2R, G-3R, WZTC1-2R, WZTC1-4R, WZTC1-5R, WZTC1-7R, S1-8R, S1-29R, S1-30R, S1-31R, S1-37R, L-9R, and D1-4R.
3. See the attached two drawings for the existing bulkhead wall (although not as-builts) from Contract No. 6 (one drawing dated JANUARY 10, 1939 and the other dated July-14-1939).
4. See the attached "Questions Submitted by Bidders and DDC's Answers" for additional clarifications to the project.

END OF ADDENDUM NO. 4

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page, eleven (11) pages of attachments and fifteen (15) sheets of drawings.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

  
MOHSEN ZARGARELAHI, P.E.  
Assistant Commissioner

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_



Department of Transportation

POLLY TROTTERBERG, Commissioner

HCP-DRAFT

Dept. of Design and construction  
30-30 Thomson Avenue  
Long Island City, New York 11101  
Attn: Mallick, Ali

Re: Reconstruction of East 81ST  
Street Pedestrian Bridge  
over FDR BIN 2-23216-7 &  
2-26982-0 FMS ID:  
HBPED100M  
Borough of Manhattan

DRAFT WORK PERMIT

Stipulations are hereby given to the New York City Dept. of Design and Construction and its duly authorized representatives xxxxxxxxxxxx to enter upon and restrict the flow of traffic according to the times and schedules as stipulated herein on the FDR Drive for the purpose of reconstruction together with all work incidental Thereto, subject to the following stipulations:

1. This permit shall be in effect as of the award date of the contract and after the City receives in writing the name of the contractor and a copy of the insurance required by the contract.

2. The Permittee may close FDR lane(s) as stated below:

A. The Permittee may close one (1) lane northbound and southbound on the FDR Drive on weekdays and weekends as follows:

- 11:00PM to 5:30AM, Monday night to Friday morning
- 12:01AM to 6:30AM, Saturday morning
- 1:00AM to 11:00AM, Sunday morning

B. The Permittee may close two (2) lanes northbound and southbound on the FDR Drive on weekdays and weekends as follows:

- 1:00AM to 5:00AM, Tuesday morning to Friday morning
- 2:00AM to 6:00AM, Saturday morning
- 2:00AM to 7:00AM, Sunday morning

C. FULL ROADWAY CLOSURES:

The Permittee may completely close the fdr ( one direction only at one time) during the hours of 2:00 A.M. to 5:00 A.M. for a maximum of fifteen (15) minutes for the purpose of erecting and/or dismantling steel girders. Should these operations require more than fifteen (15) minute period to complete, then the initial fifteen (15) minute closure must be followed by a period of sufficient length for the queue of traffic to be dissipated or one hour, whichever is less, prior to another fifteen (15) minutes closure.

D. Local Streets

The Permittee may partially close local streets as per approved construction schedule and detours plans by OCMC-Highways.

East 815, Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

DRAFT

To reserve a lane or roadway closures on primary, secondary and local streets; the Permittee must obtain a separate permit from OCMC - Highways. OCMC -Highways will facilitate obtaining these "No Fee" permits. Permits for emergency and non-emergency work may be obtained by phone and facsimile to expedite the work. The Permittee or State representative must contact this office at least one business day prior to request and reserve a lane or street closure. This will reserve the street segment(s) for your activities and facilitate the issuance of the appropriate permits. The original permits may be picked up and signed within "seventy-two" hours.

3. The lane closures shall conform to the New York State Dept. of Transportation, Region 11, Design Guide and Standard for Maintenance, and Protection of Traffic, the Manual of Uniform Traffic Devices (MUTCD), and OCMC approved plans.
4. The Office of Construction Mitigation and Coordination (OCMC) Has the right to modify or revoke stipulations if the construction activity related to this project does not commence within one year of the date of this permit.
5. The Permittee is required to submit a weekly schedule of work. This schedule is to be faxed to the New York City Department of Transportation's Office of Construction Mitigation and Coordination - Highways at fax# 212-839-8970, Attn: Deputy Executive Director, OCMC - Highways on the Wednesday preceding the next weeks work. The schedule will include the following information:  
  
The name of the roadway/bridge on which lanes will be closed  
The number of lanes to be closed  
The direction in which the lanes will be closed  
The hours and days of the lane closing
6. This permit must be present on site when the approved work is being performed.
7. Significant lane closures of Arterial Highways where at any time two thirds (2/3) of the number of roadway lanes are closed between 1:00 AM and 6:00 AM or fifty percent or more of the roadway lanes are closed at other times, notification shall be given to the public via the placement of Variable Message Signs (VMS) 7 days prior to the actual closure, when possible.
8. This permit is not valid unless it is signed by both the New York City Department of Transportation representative and the authorized representative of the Permittee.
9. Section 24 - 224, Administrative Code Variance is hereby granted for hours and days stipulated above.
10. A "Holiday Construction Embargo" will be in effect on Gridlock Alert Days from mid -November (the exact dates will be published each year in the New York City Department of Transportation's OCMC yearly Holiday Embargo release, there are approximately ten (10)) to January 2nd. During this period, no lane or ramp closings will be permitted from 6:00 AM to Midnight except by written permission from the OCMC. This stipulation supersedes all others in this permit.

A Holiday Embargo is in effect for the Holidays (as determined by the New York City Office of Payroll Administration) with the following provisions:

When a Holiday falls or is observed by the City of New York on a Monday or Friday

East 815, Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

DRAFT

no lane or ramp closures are permitted from noon on the previous business day to 6:01 AM on the following business day. For example if the holiday falls or is observed on Friday then no lane closure would be permitted from 12:01 PM on Thursday to 6:01 AM on Monday. If the Holiday falls or is observed on Monday then no lane closure is permitted from 12:01 PM on Friday to 6:01 AM on Tuesday. In addition when a Holiday falls or is observed midweek (Tuesday, Wednesday or Thursday) no Lane closures shall be permitted from noon on the previous business day to 6:01 AM on the following business day.

The Holiday Embargo as detailed above is in effect for the following Holidays: New Years Day, Mother Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Note: for Thanksgiving Day the Embargo begins on Wednesday at 12 noon and extends to Monday 6 AM, at which time the original stipulations shall be in effect.

11. A special embargo is in effect for the following holidays: Eve of Rosh Hashanah, Eve of Yam Kippur, Eve of Passover. No lane or ramp closures permitted from 1:00 PM to sundown.

12. When events occur at Yankee Stadium no lane or ramp closures will be permitted as noted below:

(a) FOR YANKEE STADIUM

From two hours before the event begins until one hour after the event begins, no lane or ramp closures permitted on:

FDR Drive - northbound

Harlem River Drive - northbound & southbound

(b) From one hour after the event begins until two hours after the event concludes, no lane or ramp closures permitted on:

Harlem River Drive - northbound & southbound

FDR Drive - southbound

13. No staging and/or storage sites are authorized or will be permitted unless approved in writing (where owned by New York City) by the New York City Department of Transportation's Division of Arterial Maintenance and/or the New York City Department of Parks and Recreation (if park land is involved) or (where State owned) by New York State Department of Transportation with New York City concurrence where applicable. Except for State owned sites where City concurrence is not necessary changes in the site or limits can only be made by an amendment to this permit as applicable. A detailed drawing must be submitted and will become an attachment to the amendment. A DPR Permit shall constitute written approval from the Parks Dept.

The Department of Parks and Recreation's conditions, terms and special conditions as presented in their Permit # xxxxxxxxxx, is an integral part of this Permit.

14. The Permittee agrees to assume all responsibility for injury or damages to private and/or City property caused through the operations of the permit and to save and hold harmless the City of New York and the New York City Department of Transportation from all claims and suits which may arise there from.

15. The Permittee shall be responsible to provide notification to the local Community Board and Borough President's Office prior to the commencement of work. Additionally, notification shall be made to the local Councilman's office. Proof of

East 815, Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

DRAFT

notification must be filed with the OCMC prior to the commencement of work.

16. The Permittee shall notify the New York City Dept. of Transportation's Situation Room at (718-433-3340), the NYPD Traffic Management Center at (718-706-6062), the Chief of Emergency Medical Services via fax at (718-999-0497) and the local fire house two (2) hours prior to his/her proposed traffic lane reductions or street closings for any purpose. The Permittee shall also immediately notify the Situation Room and JTOC upon reopening and in the event of an emergency condition.
17. The Permittee shall adhere to all pertinent rules and regulations of the New York City Department of Transportation relative to the use and occupancy of street space, the provisions of his agreement and the performance of his/her for its) work.
18. The Permittee shall adhere to the NYCDOT Bureau of Bridges' Special Provisions for Landscape Protection, Maintenance and Restoration, items 1.18.15 through 1.18.19, whenever and wherever any of the Permittee's activities occur within a limited access arterial highway right - of - way. Copies of these provisions may be obtained from the New York City Department of Transportation's Director of Arterial Maintenance at 212.839.9875
19. This Permit is limited to activity performed in conformance with this agreement with the New York City Department of Transportation and does not permit any other activities, which could be a hazard or distraction to the roadway user.
20. No deviation or departure from these stipulations will be permitted without the prior written approval of the New York City Department of Transportation. Requests for such modifications shall be submitted to the OCMC a minimum of ten (10) days in advance for consideration.
21. To ensure a traffic flow at all times storage of materials and equipment shall not be permitted within the traveled way of the highway. Storage areas shall be separated from the traveled way by a clear space of 30 feet minimum width, unless such storage is placed behind concrete barrier or permanently installed bridge railing.
22. Any excavations shall be adequately fenced and/or decked over by the Permittee to preclude entry by errant vehicles, pedestrians or animals.
23. The Permittee shall insure that construction materials and/or excavated soil and rocks temporarily stored on slopes are secured by straw bales or other effective means to prevent their movement into the travel way and clear zone (recovery zone) area.
24. When work is performed in or adjacent to sidewalk areas, a safe pedestrian walkway having a minimum width of five (5) feet shall be provided at all times by the Permittee.
25. Any commercial vehicles required by the Permittee's operations shall enter the FDR Drive the nearest entrance to an individual work site and leave the FDR Drive at the nearest exit thereafter. This Permit shall constitute permission by the Commissioner of the Department of Transportation for the operation of a commercial vehicle "on a parkway" for construction purposes. The Permittee is advised that there may be HEIGHT and/or WEIGHT restrictions for structures on the FDR Drive. The Permittee shall assure that his/her vehicles do not exceed these restrictions.
26. Concurrent with construction work of this contract, if other projects on this and/or adjacent highways are under construction then the Permittee is to become familiar with the scheduling of those projects and schedule his activities accordingly. To



East 815, Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

DRAFT

facilitate the flow of traffic, the permissible work hours may be modified as deemed necessary by the New York City Department of Transportation with consultation with NYSDOT.

27. In order to provide an adequate transition for the safe flow of traffic, when the Permittee's (or another Permittee's) work sites are in two (2) different lanes in the same direction, those work sites shall be separated by a distance of at least two (2) miles.
28. Warning signs and traffic safety devices shall be provided, installed, maintained and removed by the Permittee in accordance with the New York State Department of Transportation's "Manual of Uniform Traffic Control Devices". The Permittee shall provide the appropriate channelization for traffic approaching and leaving his/her worksite. The Permittee shall provide flag persons, cones, barricades, etc. as required for public safety. The Permittee is responsible for the adequacy of the safety devices.
29. When water is being used at the work site for any purpose (i.e. concrete curing, saw cutting, etc.), the Permittee is required to insure, through any and all appropriate measures, that the water does not freeze on the roadway or sidewalks. The Permittee will be responsible to maintain a clear and safe travel path.
30. During the time a lane closure is permitted, the Permittee may intermittently stop traffic on the adjacent lane(s) of the same roadway for periods not to exceed five (5) minutes in duration for the purpose of transporting or securing equipment that may extend beyond the closed lane(s). A minimum of one (1) hour, or until the traffic queue is relieved, whichever period is shorter, is required between any two such closures.
31. Operation of a crane, derrick, shovel or other similar equipment for any and all work within the streets shall be carried out by the Permittee in accordance with the Rules, Regulations and Requirements of the New York City Department of Transportation and the New York City Department of Buildings and shall comply with all provisions of the New York City Noise Control Code. In addition, if this equipment is to be placed so that any part of the load will be superimposed on the sidewalk or roadway, the Permittee must file, with the New York City Department of Transportation, Office of Construction Mitigation and Coordination, a statement by a Professional Engineer, licensed by the State of New York, certifying the following:
  - (a) That the sidewalk or roadway area and the supporting subgrade can safely bear the crane load. Should the condition of the sidewalk or roadway area require that the crane load be distributed over a larger area than afforded by the elements of the crane, the engineer shall furnish the full dimensioned details of the load distribution;
  - (b) That the Engineer has taken all necessary measures to ascertain that there is no vault or subway tunnel underneath the sidewalk area or that if a vault or subway tunnel does exist its roof is sufficiently strong to support the load to be superimposed thereof;
  - (c) That the sheeting or retaining walls supporting any excavations adjoining the sidewalk or roadway area required to carry a load have been examined by the Engineer and have been found to be sufficiently strong to support the area carrying the crane load. Should the crane be employed making any excavation

East 815, Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

DRAFT

adjacent to the crane, the Engineer shall specify the sheeting or retaining wall reinforcement required to support the crane.

32. Work cannot be performed during the New York City 5 Boroughs Bike Tour and the New York City Marathon, unless granted special permission by the New York City Department of Transportation, Office of Construction Mitigation and Coordination.
33. The Permittee shall comply with the Industrial Code of the State of New York Part (Rule No.) 53 relating to Construction, Excavation and Demolition Operations at or near underground facilities. Additionally, the Permittee shall similarly notify the owners of overhead cables or other electrical or street lighting equipment in the area covered by the Permit.
34. The Permittee is reminded that the appropriate Rules and Regulations that apply to the cleaning and painting of structural steel must be rigidly followed, as specified by NYSDOT Specifications.
35. When a contractor performs work at night, the work site shall be illuminated to the satisfaction of the Engineer-In-Charge (EIC). The EIC shall be the sole judge of when illumination is required.
36. The contractor shall be responsible for identifying his/her construction signage. The identification shall include the contracting agency, the contractor's name and the contract number. This identification shall be placed on the back of all signs.
37. The Permittee shall, at its own expense, be under absolute obligation to determine the location of and provide protection from damage or loss for all subsurface facilities and overhead structures in the permit area. In the event of any damage or loss to such subsurface facilities and overhead structures, the Permittee shall promptly replace or repair such facilities and structures, as directed by the New York City Department of Transportation or other City agency having jurisdiction thereof or by the owner thereof.
38. The City makes no representation as to the character of the fill in the streets, and voids therein, or the condition of the sidewalks. The Permittee accepts full responsibility and liability for any disturbance or damage, which may be caused to adjoining pavements, sidewalks or structures by or in connection with the permit activity. All damaged sidewalk or roadway pavements shall be restored (to the nearest full flag for sidewalks) in conformance with the Standard Specifications of the New York (City/State) Department of Transportation.
39. The Permittee shall furnish and install tarpaulins enclosing the immediate site of his cleaning and painting operations to insure complete protection of the general public and property, both on and below the roadway against possible damage from scraping, paint drippings, windblown paint, dust, concrete, etc. This permit does not constitute approval of either painting or paint removal methodology. All signs and signals shall be protected daily with clean and transparent coverings.
40. The washing of concrete truck drums within the Arterial Highway or city street right-of-way is strictly prohibited unless the contractor utilizes the New York State approved method.
41. ELECTRICAL INSPECTIONS UNIT (EU)

Construction Stipulations to Prevent Damage to NYC Electrical Equipment

East 815, Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

DRAFT

- a. The NYCDOT Office of Construction Mitigation and Coordination (OCMC) - Highways must be contacted at telephone number 212.839.9643 or fax number 212.839.8970 at least two weeks prior to the commencement of any work so that a pre-construction inspection may be performed. If any repairs are made by NYCDOT EIU after the pre-construction inspection is performed, EIU shall notify OCMC so that the item (s) may be deleted from the inspection list.
  - b. NYSDOT will provide the NYCDOT Electrical Inspections Unit with a weekly schedule prior to the commencement of any excavation work, i.e. trench excavations, landscaping excavations such as for tree or bush pits, all other excavations, guiderail installations or any other installations involving drilling or the use of Hilti-bolts, or any other event when the earth gets moved on all highway surfaces, including grade level and elevated roadways, ramps, overpasses, paved and non-paved shoulder portions, over or adjacent to electrical lines, on or adjacent to the roadway, including excavation on shoulders both paved and non paved surfaces.
  - c. Accessibility to, plus a three-foot minimum clearance, must be made available at any street light, traffic signal or ITS pole, panel box, junction box, ITS system or camera, or any other NYC electrical systems equipment.
  - d. NYCDOT will provide routine maintenance to lights in construction areas.
  - e. The contractor shall perform all work with care so that any materials which are to remain in place, or which are to remain the property of NYC will not be damaged. If the contractor damages any materials which are to remain the property of NYC, the damaged materials shall be repaired or replaced in a timely manner, approved by the NYCDOT Electrical Inspections Unit, and at no cost to NYC.
  - f. In the event of damage to electrical lines, including but not limited to electrical conduit, street light poles, pull boxes, panel boxes, junction boxes, cameras, or any other NYC electrical systems equipment on or adjacent to all highway surfaces, including grade level and elevated roadways, ramps, overpasses, and paved and non paved shoulder areas, notice must be made to the Chief of the NYCDOT/EIU at telephone number 718-786-2825, or 24-hour emergency number 718-433-3340, at the time of such occurrence. An EIU inspector will be dispatched to evaluate and document the condition and coordinate the necessary repairs. NYSDOT will conduct any trouble-shooting work. The permittee shall be permitted to conduct the necessary repairs without delay following notification to NYCDOT. If an EIU inspector is not able to respond to the jobsite when the repairs are being performed, NYS will provide pictures and/or other documentation to confirm that the appropriate work has been completed.
42. The Permittee's vehicles shall not exceed the posted weight and/or height restrictions for any street, highway, bridge or viaduct section that he/she must travel upon.
43. During the snow season, the contractor shall be required to post "LIFT PLOW" signs at all locations (in both directions if necessary) where they have installed steel plates.
44. Roads used for the hauling of materials shall be kept free from debris and maintained by the Permittee and left in a condition satisfactory to the engineer-in-

East 815, Street Pedestrian Bridge over FDR BIN 2-23216-7 & 2-26982-0

DRAFT

charge (EIC).

45. On roadways/streets where rush hour parking and/or standing regulations are posted, the Permittee shall modify his schedule to conform to those (rush hour) restrictions.
46. The Permittee shall not park his equipment or store material overnight where it is deemed to be a safety hazard to the traveling public.
47. The Permittee shall not obstruct fire hydrants, crosswalks, pedestrian ramps, fire alarm boxes, bus stops or any public utility while performing his/her work. The Permittee may not move or remove "Bus Stop" Signs without prior written approval from both the New York City Department of Transportation and the New York City Transit.
48. This is not a parking permit. The Permittee shall obey all traffic laws and regulations.
49. This Permit may be amended to cover new or unforeseen conditions at the discretion of the New York City Department of Transportation, after consultation with the Permittee. The New York City Department of Transportation reserves the right to cancel this permit at any time for any valid reason.
50. This Permit, unless terminated at the discretion of the New York City Department of Transportation, will expire on xxxxxxxxxxxx

APPROVED: 

JAY JABER, P.E.  
Assistant Commissioner  
Permit Management and Construction Control

  
DULY AUTHORIZED SIGNATURE OF PERMITTEE

SE: Draft-ddc ,fdr.81st

cc: Dagher, Noto, Forgione, Ardifo, Chen, Garison, Edward, Campbell, Situation Room, Police Dept. (Traffic Division) - Sharpe, Valles, Leys, Fire Department, Litigation Support, HIQA - Highway

### Questions Submitted by Bidders and DDC's Answers

Question 1: Drawing S1-8, in note under concrete pour table, states that the reinforcement bars to be paid under its respective concrete items. This contradicts to bid item 555.08 and 555.09.

*Answer: Payment for reinforcement shall be included in its respective concrete items as indicated in the contract drawings and as permitted by the NYSDOT Bridge Manual.*

Question 2: Drawing S1-8 calls for stainless steel door. Spec section 09634.90M is for galvanized steel. Please reconcile

*Answer: Access door shall be galvanized steel. See revised Dwg S1-8R attached to Addendum No. 4.*

Question 3: NYSDOT standard specification contain spec section 556 for concrete reinforcement. Please have engineer to include this section and respective pay items as well as to provide bar list which is usually done for similar projects.

*Answer: As per the NYSDOT Bridge Manual, it is acceptable to eliminate reinforcing bar lists. As a result, payment for reinforcement shall be included under the respective pay items 555.08 and 555.09.*

Question 4: Drawing S1-8 elevation view calls for portion of existing bulkhead to be removed. Please provide the extent of this removal. Cross section B on S1-9 does not show existing structure. No as-built information is provided as well. Thanks.

*Answer: The demolition limits for the existing bulkhead wall are as necessary to construct the foundations for the on-grade ramp. Refer to Topographic Survey Map Sheets 1 & 2 on DwgS TS1-1 & TS1-2 for elevations of the existing bulkhead wall. The following two drawings of the existing bulkhead wall (although not as-builts) from Contract No. 6: BULKHEAD WALL BETWEEN E. 79<sup>TH</sup> AND E. 81<sup>ST</sup> STS. (dated JANUARY 10, 1939) and Section B-B detail (dated July-14-1939), are attached herewith.*

Question 5: Drawings S1-10 Ramp Elevation calls for slab on grade to be poured under pour 9 which is pay item 555.09. Please confirm.

*Answer: Concrete payment shall be as shown in the concrete pour table on Dwg S1-8R.*

Question 6: Drawings S1-12/13 – please provide transverse cross sections for pile caps to understand if bulkhead removal is necessary.

*Answer: Typical cross sections of the pile caps are provided on Dwg S1-15. See Addendum No. 4. The following two drawings of the existing bulkhead wall (although not as-builts) from Contract No. 6: BULKHEAD WALL BETWEEN E. 79<sup>TH</sup> AND E. 81<sup>ST</sup> STS. (dated JANUARY 10, 1939) and Section B-B detail (dated July-14-1939), are attached herewith.*

Question 7: Spec section NYC-25564.514099 Prefabricated span units – please provide exact definition of what is to be covered by this LS payment. Spec is vague and drawings do not provide any info.

*Answer: Pay Item NYC-25564.514099 for the Prefabricated Span Units includes the precast deck slab, steel framing, steel grating, and fence/grating W310 brackets at locations of elevated ramp spans (i.e. between "landings"). The cast-in-place concrete deck at landings shall be included under Pay Item 557.0109. The steel framing for landings, bearing support bracket, and pier hub/arm assemblies shall be included under Pay Item 564.510001. See revised DwgS S1-29R, S1-30R and S1-31R attached to Addendum No. 4.*

Question 8: Drawing S1-47 calls for concrete fill. Is it the same lightweight fill used at ramp?

*Answer: The concrete fill shown on Dwg S1-47 shall be normal weight concrete.*

Question 9: Drawing S1-31 note 3 states that brackets to be paid under NYC 25564. Does it include section D stringer brackets which are welded to landing steel?

*Answer: Payment for the bearing support bracket shall be included under Pay Item 564.510001. See revised Dwg S1-31R attached to Addendum No. 4.*

Question 10: Drawing S1-19 – what is pay item for 19 mm steel plate?

*Answer: Payment for steel plates shown on Dwg S1-19 shall be included in Pay Item 564.5101 as per Note 5 on Dwg S1-19.*

Question 11: Drawings S1-37 note 1 – please clarify what it means. What is the purpose of note 2 as it look repetitious of note 1?

*Answer: Note 1 specifies the pay item for steel members and grating within the elevated ramp spans. Note 2 specifies the pay item for the reinforced concrete deck within the elevated ramp spans. See revised Dwg S1-37R attached to Addendum No. 4 which has been revised for clarity.*

Question 12: Drawing S1-37 indicate curbs. Curbs are not covered by pay item 557.

*Answer: Curbs on Bridge Span 10 are included as part of the Prefabricated Span Units and shall be paid under Item NYC-25564.514099.*

Question 13: Drawing S1-23 note 2 states that structural steel is included into 564.510001. Drawings S1-37 detail 1 shows grated supporting steel which is in accordance with AISC Code of standard practice is not considered as structural. How miscellaneous steel used for elevated deck is being paid?

*Answer: Payment for miscellaneous steel supporting the grating shall be included under Pay Item NYC-25564.514099.*

Question 14: NYS DOT and NYC DOT are using different painting and lead abatement specifications. As such please explain how item 573.010001 works with spec section 832 for railing abatement and painting.

*Answer: Pay Item 573.010001 includes the removal of existing paint and application of new paint for the existing esplanade rail. Payment of lead abatement procedures (worker protection, environmental protection and project cleanup, containment system, etc.) shall be included in the 832 items.*

Question 15: Drawing L9 note 5 refers to item 537.010001. Is it 573?

*Answer: Payment for the painting of the existing esplanade rail to remain shall be included in Pay Item 573.010001. Typo on Dwg L-9 note 5 has been revised on Dwg L-9R attached to Addendum No. 4.*

Question 16: Drawing L9 note 12 calls for design of railing. Is it applicable to existing railing to be reinstalled?

*Answer: Contractor may reinstall esplanade rail salvaged from site as per Note 6 on Dwg L-9R attached to Addendum No. 4.*

Question 17: Drawing D1-4 calls for removal and salvage of existing esplanade railing. Shall it be reinstalled? What is pay item?

*Answer: Payment for the removal of the existing esplanade rail shall be included in Item 202.120001. Esplanade railing may be salvaged and reinstalled as per Note 6 on Dwg L-9R; payment shall be included under Item 05615.8001. See revised Dwg L-9R and D1-4R attached to Addendum No. 4.*

Question 18: Refer to Sheet 15 (dwg WZTC1-2) notes 69, 70, and 71 that state we are allowed to completely close the northbound FDR Drive on Sundays. The table under note 77 (also on Sheet 15) states that we are not allowed to completely close the northbound FDR Drive. Additionally, the Draft Work Permit (Volume 3, page A2-64) makes no mention of full closures. Please clarify.

*Answer: As per note 71, the Contractor may completely close the northbound FDR lanes between 2am and 5am for a maximum of 15 minutes. Any other full closures of the FDR Drive is not permitted. See revised Contract Dwg WZTC1-2R and Item No. 1 of Addendum No. 4.*

Question 19: Please provide as-builts for bulkhead structure within the length of the project.

*Answer: See Addendum No. 4. The following two drawings of the existing bulkhead wall (although not as-builts) from Contract No. 6: BULKHEAD WALL BETWEEN E. 79<sup>TH</sup> AND E. 81<sup>ST</sup> STS. (dated JANUARY 10, 1939) and Section B-B detail (dated July-14-1939), are attached herewith.*



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

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VOLUME 3 OF 3

PROJECT ID: HBPED100M  
(Re-Bid 1)

RECONSTRUCTION OF PEDESTRIAN BRIDGE AT  
EAST 81<sup>ST</sup> STREET OVER F.D.R. DRIVE

Together With All Work Incidental Thereto

B.I.N. 2-23216-7 AND 2-26982-0

BOROUGH OF MANHATTAN  
CITY OF NEW YORK

---

*Contractor.*

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Dated \_\_\_\_\_, 20\_\_\_\_

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