Department of Design and Construction

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

## TABLE OF CONTENTS


Introduction ..... 2

Bid Submission Requirements ..... 3

Notices to Bidders ..... 4

- Pre Bid Questions (PBQs) ..... 4
- NYC Contract Financing Loan Fund ..... 4

M/WBE Notice to Prospective Contractors ..... 5

Affirmation ..... 13

Bid Schedule ..... 15

Pre-Award Process ..... 17

Project References ..... 19

A. Contracts completed by the bidder ..... 19

B. Contracts currently under construction by the bidder ..... 20

C. Pending contracts not yet started by the bidder ..... 21

# Introduction

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

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

Additional information on the PASSPort system can be found at the following website:
https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page

# Bid Submission Requirements

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

1. Completed electronic bid submission in PASSPort;
    a. All required fields in PASSPort must be completed.
2. One-page signed Bid Submission Form delivered in person to DDC before the bid due date; and
3. Bid security, if required.
    a. If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
    b. If Bid security is in a form of a certified check, bidders must deliver the certified check with the signed Bid Submission Form.

**BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT, PROVIDE THE BID SECURITY, AND DELIVER TO DDC THE ONE-PAGE SIGNED BID SUBMISSION FOR THE BID TO BE CONSIDERED RESPONSIVE.**

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

1. Any discrepancy between the total bid price listed on the Bid Submission Form and the bid information submitted in PASSPort.
2. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
3. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

# Notices to Bidders

## Pre Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in the PASSPort procurement.

All PBQs must reference the Project ID. If a bidder has multiple PBQs for the same Project ID, the PBQs must be numbered sequentially, even if they are submitted separately.

While the PASSPort system has a facility for submitting inquiries, bidders are directed to send PBQs as directed above instead of using the PASSPort inquiry system.

**Inquiries sent using the PASSPort inquiry system will not be considered PBQs.**

## NYC Contract Financing Loan Fund

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

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

# M/WBE Notice to Prospective Contractors

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

**ARTICLE I. M/WBE PROGRAM**

Section 6-129 of the Administrative Code of the City of New York ("Section 6-129") establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

**If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan") and are detailed below. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.**

**The Contractor must comply with all applicable MBE and WBE requirements for this Contract.**

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

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

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

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

**PART A**

**PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD**

**AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

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

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

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

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

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

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

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

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS

website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

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

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

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

10. Pre-award waiver of **the Participation Goals**.

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

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part 3 of Schedule B **and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at MWBEModification@ddc.nyc.gov**. **Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART B**

**MISCELLANEOUS**

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

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

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

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

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

**ARTICLE II. ENFORCEMENT**

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

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

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

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional

procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

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

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

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

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

# Affirmation

The Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as disclosed in PASSPort.

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

6. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance:

   (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a

bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used shall mean the individual bidder, firm, partnership or corporation executing this bid).

7. Compliance Report

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

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

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

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

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

12. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the M/WBE Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted.

    I hereby:

    1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;

    2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;

    3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

    4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

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

NYC Mayor's Office of Contract Services

# SCHEDULE B – M/WBE Utilization Plan

## Part 1: M/WBE Participation Goals

**Contract Overview (To be completed by contracting agency)**

APT E-Pin# 85022B0057 FMS Project ID# HWCSCHPBX

Project Title RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS. INCLUDING CURB AND SIDEWALK R Agency PIN# 8502019HW0029C

Contracting Agency Department of Design and Construction Bid/Proposal Response Date

Agency Address 30-30 Thomson Ave City Long Island City State NY ZIP 11101

Contact Person Janelle Husain-Singh Title M/WBE Outreach and Compliance Analyst

Telephone 718-391-1322 Email husainja@ddc.nyc.gov

Project Description (attach additional pages if necessary)

RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS. INCLUDING CURB AND SIDEWALK
RECONSTRUCTION, PAVEMENT MARKING, SEWER, WATER MAIN, STREET LIGHTING. AND TRAFFIC

Bidder or proposer ☐ is required OR ☒ is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

### M/WBE Participation Goals for Services

Enter the percentage amount for each category or for an unspecified Goal.

**Prime Contract Industry:** Construction

**Category and Breakdown:**

Unspecified 4.00 %

Black American 7.00 %

Hispanic American 6.00 %

Asian American 0.00 %

Women 0.00 %

**Total Participation Goals** 17.00 %
*Line 1*

## Part 2: M/WBE Participation Plan

**(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)**

### Section 1: Prime Contractor Contact Information

Tax ID# 13-4050635 FMS Vendor ID#

Business Name Triumph Construction Corp Contact Person Dominick Cuzzi

Business Address 1354 Seneca Avenue City Bronx State NY ZIP 10474

Telephone 718-215-5657 Email dcuzzi@triumphconstructionny.com

### Section 3: Contractor M/WBE Utilization Plan

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 in the panels in Section 2, 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 in the panels in Section 2, 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 in the panels in Section 2, as applicable.

### Section 2: M/WBE Utilization Goal Calculation

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

Total Bid/Proposal Value $ 8,667,816.45

**multiplied by** x

Total Participation Goals 17.00 %
*(Line 1 above)*

Calculated M/WBE Participation Amount $ 1,473,528.80
*Line 2*

**OR**

**Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals**
*For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.*

Total Bid/Proposal Value $

**multiplied by** x

Total Revised Participation Goals %

Calculated M/WBE Participation Amount $
*Line 3*

Tax ID# 13-4050635 APT E-Pin#

## Section 4: 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?** 17.00 %

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

| | Description of Work | Start Date (MM/YY) | End Date (MM/YY) | Planned $ Amount | Designated for M/WBE Y | Designated for M/WBE N | M/WBE Vendor Name | M/WBE Address | M/WBE Telephone |
|---|---|---|---|---|---|---|---|---|---|
| 1. | | / | / | $ | ☒ | ☐ | | | ( ) - |
| 2. | Paving | 06 / 22 | 05 / 24 | $ 346,712.66 | ☒ | ☐ | Citywide | Unspecified | ( ) - |
| 3. | Trucking | 06 / 22 | 05 / 24 | $ 526,747.15 | ☒ | ☐ | C. Francis | Blk | ( ) - |
| 4. | Crossing Guard | 06 / 22 | 05 / 24 | $ 80,000.00 | ☒ | ☐ | Peak Security | Blk | ( ) - |
| 5. | Survey | 06 / 22 | 05 / 24 | $ 50,000.00 | ☒ | ☐ | Mirmax | Hisp | ( ) - |
| 6. | Sidewalks | 06 / 22 | 05 / 24 | $ 470,068.99 | ☒ | ☐ | Montage Const. | Hisp | ( ) - |
| 7. | | / | / | $ | ☐ | ☐ | | | ( ) - |
| 8. | | / | / | $ | ☐ | ☐ | | | ( ) - |
| 9. | | / | / | $ | ☐ | ☐ | | | ( ) - |
| 10. | | / | / | $ | ☐ | ☐ | | | ( ) - |

## Section 5: Vendor Certification and Required Affirmations

*I hereby:*

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

Signature Date 3/18/2022

Print Name Dominick Cuzzi Title COO

***For information or assistance, please contact your contracting City Agency***

# 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: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **RECONSTRUCTION OF ASTOR PLACE - HWMP116**

Location of Project: **BOROUGH OF MANHATTAN**

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

Name: **RAFAEL RODRIGUES**

Title: **RESIDENT ENGINEER** Phone Number: **347-865-4413**

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

**WATER MAIN, SEWERS, TRAFFIC LIGHTS AND STREET LIGHTING**

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

Amount of Contract, Subcontract or Sub-subcontract: **$15,754,866.59**

Start Date and Completion Date: **2019**

**********

Name of Contractor: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **CONSTRUCTION OF RIGHT-OF-WAY GREEN INFRASTRUCTURE GCJAM-01**

Location of Project: **BOROUGH OF QUEENS**

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

Name: **NORBU TSERING**

Title: **RESIDENT ENGINEER** Phone Number: **718-391-2555**

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

**CONSTRUCTION OF RIGHT-OF-WAY GREEN INFRASTRUCTURE**

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

Amount of Contract, Subcontract or Sub-subcontract: **$9,267,820.00**

Start Date and Completion Date: **2019**

# QUALIFICATION FORM

Name of Contractor: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **RECONSTRUCTION OF COLLAPSED CATCH BASIN AND CONNECTIONS**

Location of Project: **BROOKLYN AND STATEN ISLAND**

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

Name: **SHAWN PERSUAD**

Title: **RESIDENT ENGINEER** Phone Number: **718-595-5439**

Brief description of the Project completed or the Project in progress: **SECBRK01**

**RECONSTRUCTION OF COLLAPSED CATCH BASIN AND CONNECTIONS**

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

Amount of Contract, Subcontract or Sub-subcontract: **$3,969,081.50**

Start Date and Completion Date: **2019-2020**

**********

Name of Contractor: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **GREEN INFRASTRUCTURE JAM003-006 PHASE 1**

Location of Project: **VARIOUS LOCATIONS - CITY WIDE**

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

Name: **NORBU TSERING**

Title: **RESIDENT ENGINEER** Phone Number: **718-391-2555**

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

**BIOSWALES- GREEN INFRASTRUCTURE**

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

Amount of Contract, Subcontract or Sub-subcontract: **$9,267,820.00**

Start Date and Completion Date: **2019**

# QUALIFICATION FORM

Name of Contractor: TRIUMPH CONSTRUCTION CORP.

Name of Project: QUEENS PLAZA BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT

Location of Project: BOROUGH OF QUEENS

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

Name: DAN COLANGIONE

Title: RESIDENT ENGINEER Phone Number: 212-312-3765

Brief description of the Project completed or the Project in progress: 14420002

CONCRETE, SIDEWALK, ASPHALT PAVING, LIGHTING, PAVERS, LANDSCAPING AND IRRIGATION

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

Amount of Contract, Subcontract or Sub-subcontract: $38,330,225.89

Start Date and Completion Date: 2015

**********

Name of Contractor: TRIUMPH CONSTRUCTION CORP.

Name of Project: LOW PRESSURE WATER MAIN

Location of Project: BROOKLYN NAVY YARD- BNYDC

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

Name: CARMINE STABILE

Title: PRESIDENT Phone Number: 845-642-0491

Brief description of the Project completed or the Project in progress: 835147

CONCRETE, SIDEWALK, ASPHALT PAVING, LIGHTING, PAVERS AND LANDSCAPING

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

Amount of Contract, Subcontract or Sub-subcontract: $12,937,036.73

Start Date and Completion Date: 2014

# FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Triumph Construction Corp.
1354 Seneca Avenue
Bronx, NY 10474

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Boulevard, 3rd floor
Mahwah, NJ 07430

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 the 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 Project ID: HWCSCHPBX

Reconstruction of Safe Routes to Schools: PS 159/51 - E. 185th St. and Bathgate Ave./E. 187th St. and Washington Ave.; St. Lukes - E. 138th St. and Cypress Ave./E. 137th St. and St. Ann's Ave./E. 138th St. and St. Ann's Ave.; PS 73 - E. 164th St. and Gerard Ave.; PS 340 - E. 196th St. and Jerome Ave. - Including Curb and Sidewalk Reconstruction, Pavement Marking, Sewer, Water Main, Street Lighting, and Traffic Signal Work Together With All Work Incidental Thereto Borough of The Bronx, City of New York

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 2nd day of March, 2022.

(Seal)

Triumph Construction Corp. (L.S.)
Principal

By: _____

(Seal)

Liberty Mutual Insurance Company
Surety

By: _____
Sandra A. Pace, Attorney-in-Fact

## ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of BRONX ss:
On this 2nd day of March, 2022, before me personally came CARLO CUZZI to me known, who, being by me duly sworn, did depose and say that he/she/they resides at NEW ROCHELLE, NEW YORK that he/she/they is the PRESIDENT of Triumph Construction Corp. the corporation described in and which executed the foregoing instrument; that he/she/they knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she/they signed his name thereto by like order.

Denise Chanier

Notary Public

Denise Chanier
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6174232
Qualified in Bronx County
Commission Expires March 14, 2024

## ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

_____

Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

_____

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Union**

On this **2nd** day of **March**, **2022**,

Before me personally came **Sandra A. Pace** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of

**Liberty Mutual Insurance Company** the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

CHERYL R COLEMAN
Commission # 2182370
Notary Public, State Of New Jersey
My Commission Expires
September 27, 2025

My commission expires _____ Cheryl R. Coleman

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

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

Certificate No: 8206800-969516

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

# LIBERTY MUTUAL INSURANCE COMPANY

## FINANCIAL STATEMENT — DECEMBER 31, 2020

### Assets

| | |
|---|---|
| Cash and Bank Deposits | $2,058,007,542 |
| *Bonds — U.S Government | 2,209,760,437 |
| *Other Bonds | 15,902,755,586 |
| *Stocks | 18,517,107,230 |
| Real Estate | 193,169,809 |
| Agents' Balances or Uncollected Premiums | 6,970,170,469 |
| Accrued Interest and Rents | 118,399,147 |
| Other Admitted Assets | 12,079,597,645 |
| **Total Admitted Assets** | **$58,048,967,865** |

### Liabilities

| | | |
|---|---|---|
| Unearned Premiums | | $8,448,706,991 |
| Reserve for Claims and Claims Expense | | 23,879,216,613 |
| Funds Held Under Reinsurance Treaties | | 343,068,613 |
| Reserve for Dividends to Policyholders | | 1,192,716 |
| Additional Statutory Reserve | | 77,397,000 |
| Reserve for Commissions, Taxes and Other Liabilities | | 6,279,510,804 |
| **Total** | | **$39,029,092,737** |
| Special Surplus Funds | $178,155,102 | |
| Capital Stock | 10,000,075 | |
| Paid in Surplus | 10,945,045,214 | |
| Unassigned Surplus | 7,886,674,737 | |
| **Surplus to Policyholders** | | **19,019,875,128** |
| **Total Liabilities and Surplus** | | **$58,048,967,865** |

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary

## State of New York

## DEPARTMENT OF FINANCIAL SERVICES

**WHEREAS IT APPEARS THAT**

**Liberty Mutual Insurance Company**

**Home Office Address** Boston, Massachusetts

**Organized under the Laws of** Massachusetts

**has complied with the necessary requirements of or pursuant to law, it is hereby**

**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and motor vehicle lessee/debtor gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(B) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2022.

**In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 1st day of July, 2021**

Linda A. Lacewell
Superintendent

By Colleen M. Draper

Colleen M. Draper
Special Deputy Superintendent

Original on Watermarked Paper

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $19,019,875,128. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 1st day of April, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

# Bid Schedule

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

**NOTES:**

- "XXX" in the table below signifies any possible combination of characters and spaces.
- The table below may contain item formats which are not included in the Bid Schedule. ***Please refer to the Bid Schedule to determine which specifications apply.***

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

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

## BID SUBMISSION FORM

| | |
|---|---|
| Bidder Name: | Triumph Construction Corp. |
| Procurement Title: | 85022B0057-HWCSCHPBX - RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS |
| RFx Name: | 85022B0057-HWCSCHPBX - RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS |

The above-named bidder affirms and declares:

1. The bidder has completed and submitted all required information for the above procurement in the PASSPort system;
2. Any discrepancy between the bid price listed on this Bid Submission Form and the bid information submitted in PASSPort may result in the agency finding the bid non-responsive; and
3. This bid is being submitted in accordance with New York State General Municipal Law § 103.

Total Bid Price: (a/k/a Total Proposal Amount) $ 8,667,916.45

w

### Bidder Signature

EIN (if applicable): 13-4050635
(EIN must match the EIN of the entity that submitted bid information in PASSPort)

Bidder Name: Triumph Construction Corp

By: Carlo Cuzzi
(Name of Partner of Corporate Officer)

Signature: _____
(Signature of Partner of Corporate Officer)

CC 7/02/21

Department of Design and Construction

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

**Project ID:** HWCSCHPBX
**ePIN:** 85022B0057

**TOTAL BID PRICE:** **$8,667,816.45**

| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col.8 |
|---|---|---|---|---|---|---|---|
| Seq. No | Item Number | Item Description | Engineer's Estimate of Quantity | Unit | Unit Price | Extended Amount | Price Criteria |
| 1 | 4.02 AF-R | ASPHALTIC CONCRETE WEARING COURSE, 2" THICK | 6,000.00 | S.Y. | $30.00 | $180,000.00 | |
| 2 | 4.02 AG | ASPHALTIC CONCRETE WEARING COURSE, 3" THICK | 6,000.00 | S.Y. | $40.00 | $240,000.00 | |
| 3 | 4.02 CB | ASPHALTIC CONCRETE MIXTURE | 430.00 | TONS | $80.00 | $34,400.00 | |
| 4 | 4.04 H | CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH) | 1,400.00 | C.Y. | $165.00 | $231,000.00 | |
| 5 | 4.05 AX | HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS) | 60.00 | C.Y. | $950.00 | $57,000.00 | |
| 6 | 4.08 AA | CONCRETE CURB (18" DEEP) | 700.00 | L.F. | $1.00 | $700.00 | |
| 7 | 4.09 AE | STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP) | 1,500.00 | L.F. | $200.00 | $300,000.00 | |
| 8 | 4.09 BE | DEPRESSED STEEL FACED CONCRETE CURB (21" DEEP) | 400.00 | L.F. | $150.00 | $60,000.00 | |
| 9 | 4.09 CE | CORNER STEEL FACED CONCRETE CURB (21" DEEP) | 850.00 | L.F. | $300.00 | $255,000.00 | |
| 10 | 4.11 CA | FILL, PLACE MEASUREMENT | 150.00 | C.Y. | $1.00 | $150.00 | |
| 11 | 4.13 AAS | 4" CONCRETE SIDEWALK (UNPIGMENTED) | 35,000.00 | S.F. | $20.00 | $700,000.00 | |
| 12 | 4.13 BAS | 7" CONCRETE SIDEWALK (UNPIGMENTED) | 6,500.00 | S.F. | $25.00 | $162,500.00 | |
| 13 | 4.13 DE | EMBEDDED PREFORMED DETECTABLE WARNING UNITS | 470.00 | S.F. | $15.00 | $7,050.00 | |
| 14 | 4.14 | STEEL REINFORCEMENT BARS | 500.00 | LBS. | $1.00 | $500.00 | |
| 15 | 4.16 AA | TREES REMOVED (4" TO UNDER 12" CALIPER) | 5.00 | EACH | $1,400.00 | $7,000.00 | |
| 16 | 4.16 AB | TREES REMOVED (12" TO UNDER 18" CALIPER) | 1.00 | EACH | $1,600.00 | $1,600.00 | |
| 17 | 4.16 CA510 | TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS | 7.00 | EACH | $1,800.00 | $12,600.00 | |
| 18 | 4.16 STUMP | STUMP REMOVAL | 14.00 | UNIT | $600.00 | $8,400.00 | |
| 19 | 4.18 A | MAINTENANCE TREE PRUNING (UNDER 12" CAL.) | 15.00 | EACH | $200.00 | $3,000.00 | |
| 20 | 4.18 B | MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.) | 3.00 | EACH | $300.00 | $900.00 | |
| 21 | 4.18 C | MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.) | 1.00 | EACH | $300.00 | $300.00 | |
| 22 | 4.21 | TREE CONSULTANT | 360.00 | P/HR | $5.00 | $1,800.00 | |
| 23 | 51.21S0A2000V | STANDARD MANHOLE TYPE A-2 | 1.00 | EACH | $25,000.00 | $25,000.00 | |
| 24 | 51.23RF | REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER | 10.00 | EACH | $1.00 | $10.00 | |
| 25 | 51.41S001 | STANDARD CATCH BASIN, TYPE 1 | 13.00 | EACH | $8,000.00 | $104,000.00 | |
| 26 | 52.11D12 | 12" DUCTILE IRON PIPE BASIN CONNECTION | 435.00 | L.F. | $500.00 | $217,500.00 | |
| 27 | 55.11AB | ABANDONING BASINS AND INLETS | 7.00 | EACH | $1,000.00 | $7,000.00 | |
| 28 | 6.02 AAN | UNCLASSIFIED EXCAVATION | 1,850.00 | C.Y. | $0.10 | $185.00 | |
| 29 | 6.02 XHEC | INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS | 50.00 | C.Y. | $0.10 | $5.00 | |
| 30 | 6.02 XSCW | INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES | 1,400.00 | C.Y. | $0.10 | $140.00 | |
| 31 | 6.22 F | ADDITIONAL HARDWARE | 7,000.00 | LBS. | $0.60 | $4,200.00 | |
| 32 | 6.23 AB | REMOVE EXISTING FIRE ALARM POST | 2.00 | EACH | $820.00 | $1,640.00 | |
| 33 | 6.23 BA | FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141 | 2.00 | EACH | $2,223.00 | $4,446.00 | |
| 34 | 6.23 BD | FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE | 225.00 | L.F. | $8.00 | $1,800.00 | |
| 35 | 6.23 BFA | FURNISH AND INSTALL FIRE DEPARTMENT 48 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES | 1.00 | EACH | $1,813.00 | $1,813.00 | |
| 36 | 6.23 BFB | FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES | 1.00 | EACH | $1,072.00 | $1,072.00 | |
| 37 | 6.23 BGSE | FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) | 56.00 | L.F. | $34.00 | $1,904.00 | |
| 38 | 6.23 BHE | FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA | 2.00 | EACH | $271.00 | $542.00 | |
| 39 | 6.23 BP | FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168 | 2.00 | SETS | $500.00 | $1,000.00 | |
| 40 | 6.23 DC | FURNISH AND INSTALL 10 PAIR FIRE ALARM CABLE | 82.00 | L.F. | $13.00 | $1,066.00 | |
| 41 | 6.25 RS | TEMPORARY SIGNS | 700.00 | S.F. | $0.10 | $70.00 | |
| 42 | 6.26 | TIMBER CURB | 1,900.00 | L.F. | $0.10 | $190.00 | |

Department of Design and Construction

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

**Project ID:** HWCSCHPBX
**ePIN:** 85022B0057

**TOTAL BID PRICE:** **$8,667,816.45**

| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col.8 |
|---|---|---|---|---|---|---|---|
| Seq. No | Item Number | Item Description | Engineer's Estimate of Quantity | Unit | Unit Price | Extended Amount | Price Criteria |
| 43 | 6.28 AA | LIGHTED TIMBER BARRICADES | 1,100.00 | L.F. | $0.10 | $110.00 | |
| 44 | 6.40 DU | ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU) | 30.00 | MONTH | $6,000.00 | $180,000.00 | |
| 45 | 6.43 D | DIGITAL PHOTOGRAPHS | 410.00 | SETS | $60.00 | $24,600.00 | |
| 46 | 6.44 | THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE) | 28,000.00 | L.F. | $1.50 | $42,000.00 | |
| 47 | 6.50 | CLEANING OF DRAINAGE STRUCTURES | 32.00 | EACH | $600.00 | $19,200.00 | |
| 48 | 6.52 CG | CROSSING GUARD | 5,000.00 | P/HR | $40.00 | $200,000.00 | Unit price bid shall not be less than: $ 30.00 |
| 49 | 6.55 | SAWCUTTING EXISTING PAVEMENT | 3,900.00 | L.F. | $0.10 | $390.00 | |
| 50 | 6.75 | GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE | 700.00 | C.Y. | $165.00 | $115,500.00 | |
| 51 | 6.82 A | REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS | 170.00 | S.F. | $1.00 | $170.00 | |
| 52 | 6.82 B | REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS | 168.00 | L.F. | $1.00 | $168.00 | |
| 53 | 6.83 AA | FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS | 60.00 | S.F. | $25.00 | $1,500.00 | |
| 54 | 6.83 AB | FURNISHING NEW TRAFFIC SIGN POSTS | 168.00 | L.F. | $25.00 | $4,200.00 | |
| 55 | 6.83 AR | FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS | 80.00 | S.F. | $30.00 | $2,400.00 | |
| 56 | 6.83 BA | INSTALLING TRAFFIC SIGNS | 130.00 | S.F. | $25.00 | $3,250.00 | |
| 57 | 6.83 BB | INSTALLING TRAFFIC SIGN POSTS | 168.00 | L.F. | $25.00 | $4,200.00 | |
| 58 | 6.84 B | LOLLIPOP TYPE BUS STOP SIGNS | 1.00 | F.S. | $20,000.00 | $20,000.00 | PRICE BID SHALL BE FOR THE FIXED SUM OF $ 20,000.00 |
| 59 | 6.86 AA | FURNISHING NEW STREET NAME SIGNS | 50.00 | S.F. | $25.00 | $1,250.00 | |
| 60 | 6.86 BA | INSTALLING STREET NAME SIGNS | 50.00 | S.F. | $35.00 | $1,750.00 | |
| 61 | 6.87 | PLASTIC BARRELS | 1,300.00 | EACH | $0.10 | $130.00 | |
| 62 | 6.91 | REFLECTIVE CRACKING MEMBRANE (18" WIDE) | 6,300.00 | L.F. | $4.00 | $25,200.00 | |
| 63 | 6.99 | AUDIO AND VIDEO DOCUMENTATION SURVEY | 1.00 | L.S. | $30,000.00 | $30,000.00 | |
| 64 | 60.11R516 | FURNISHING AND DELIVERING 16-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55) | 55.00 | L.F. | $200.00 | $11,000.00 | |
| 65 | 60.11R520 | FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55) | 150.00 | L.F. | $215.00 | $32,250.00 | |
| 66 | 60.11R606 | FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | 210.00 | L.F. | $60.00 | $12,600.00 | |
| 67 | 60.11R608 | FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | 170.00 | L.F. | $69.00 | $11,730.00 | |
| 68 | 60.11R612 | FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | 1,620.00 | L.F. | $110.00 | $178,200.00 | |
| 69 | 60.12D06 | LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS | 350.00 | L.F. | $250.00 | $87,500.00 | |
| 70 | 60.12D08 | LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS | 200.00 | L.F. | $450.00 | $90,000.00 | |
| 71 | 60.12D12 | LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS | 1,950.00 | L.F. | $500.00 | $975,000.00 | |
| 72 | 60.12D16 | LAYING 16-INCH DUCTILE IRON PIPE AND FITTINGS | 65.00 | L.F. | $1,000.00 | $65,000.00 | |
| 73 | 60.12D20 | LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS | 165.00 | L.F. | $700.00 | $115,500.00 | |
| 74 | 60.13M0A24 | FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS | 16.00 | TONS | $9,000.00 | $144,000.00 | |
| 75 | 60.18BJC20EL | FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS | 30.00 | EACH | $1.00 | $30.00 | |
| 76 | 61.11DMM06 | FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | $1,200.00 | $12,000.00 | |
| 77 | 61.11DMM12 | FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 16.00 | EACH | $3,500.00 | $56,000.00 | |
| 78 | 61.12DMM06 | SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | $100.00 | $1,000.00 | |
| 79 | 61.12DMM12 | SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 16.00 | EACH | $100.00 | $1,600.00 | |
| 80 | 62.11SD | FURNISHING AND DELIVERING HYDRANTS | 10.00 | EACH | $4,000.00 | $40,000.00 | |
| 81 | 62.12SG | SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | $3,500.00 | $35,000.00 | |
| 82 | 62.13RH | REMOVING HYDRANTS | 9.00 | EACH | $1.00 | $9.00 | |

Department of Design and Construction

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

**Project ID:** HWCSCHPBX
**ePIN:** 85022B0057

**TOTAL BID PRICE:** **$8,667,816.45**

| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col.8 |
|---|---|---|---|---|---|---|---|
| Seq. No | Item Number | Item Description | Engineer's Estimate of Quantity | Unit | Unit Price | Extended Amount | Price Criteria |
| 83 | 62.14FS | FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS | 20.00 | EACH | $300.00 | $6,000.00 | |
| 84 | 63.11VC | FURNISHING AND DELIVERING VARIOUS CASTINGS | 13.00 | TONS | $12.00 | $156.00 | |
| 85 | 64.11EL | WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS | 2.00 | EACH | $400.00 | $800.00 | |
| 86 | 64.11ST | WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS | 2.00 | EACH | $400.00 | $800.00 | |
| 87 | 64.12ESLT | EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER) | 20.00 | L.F. | $100.00 | $2,000.00 | |
| 88 | 65.11BR | FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS | 200.00 | LBS. | $15.00 | $3,000.00 | |
| 89 | 65.21PS | FURNISHING AND PLACING POLYETHYLENE SLEEVE | 1,000.00 | L.F. | $1.00 | $1,000.00 | Unit price bid shall not be less than: $ 1.00 |
| 90 | 65.31FF | FURNISHING, DELIVERING AND PLACING FILTER FABRIC | 5,000.00 | S.F. | $0.50 | $2,500.00 | Unit price bid shall not be less than: $ 0.50 |
| 91 | 65.51PC | FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50 | 1.00 | C.Y. | $800.00 | $800.00 | |
| 92 | 65.61SS | FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL | 500.00 | LBS. | $1.00 | $500.00 | |
| 93 | 65.71SG | FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING | 30.00 | C.Y. | $1.00 | $30.00 | |
| 94 | 7.13 B | MAINTENANCE OF SITE | 24.00 | MONTH | $10,000.00 | $240,000.00 | Unit price bid shall not be less than: $ 10,000.00 |
| 95 | 7.35 | PEDESTRIAN CHANNELIZER | 7,000.00 | L.F. | $0.10 | $700.00 | |
| 96 | 7.88 AA | RODENT INFESTATION SURVEY AND MONITORING | 1.00 | L.S. | $6,000.00 | $6,000.00 | Unit price bid shall not be less than: $ 3,500.00 |
| 97 | 7.88 AB | RODENT BAIT STATIONS | 70.00 | EACH | $65.00 | $4,550.00 | Unit price bid shall not be less than: $ 65.00 |
| 98 | 7.88 AC | BAITING OF RODENT BAIT STATIONS | 70.00 | EACH | $11.00 | $770.00 | Unit price bid shall not be less than: $ 11.00 |
| 99 | 7.88 AD | WATERBUG BAIT APPLICATIONS | 14.00 | BLOCK | $75.00 | $1,050.00 | Unit price bid shall not be less than: $ 75.00 |
| 100 | 70.51EO | EXCAVATION OF BOULDERS IN OPEN CUT | 10.00 | C.Y. | $150.00 | $1,500.00 | Unit price bid shall not be less than: $ 150.00 |
| 101 | 70.61RE | ROCK EXCAVATION | 100.00 | C.Y. | $900.00 | $90,000.00 | |
| 102 | 70.81CB | CLEAN BACKFILL | 550.00 | C.Y. | $50.00 | $27,500.00 | Unit price bid shall not be less than: $ 50.00 |
| 103 | 70.91SW12 | FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS | 2,200.00 | S.F. | $0.10 | $220.00 | |
| 104 | 70.91SW20 | FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER | 2,000.00 | S.F. | $0.10 | $200.00 | |
| 105 | 72.11HF | HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS | 20.00 | C.Y. | $50.00 | $1,000.00 | |
| 106 | 73.11AB | ADDITIONAL BRICK MASONRY | 10.00 | C.Y. | $62.50 | $625.00 | Unit price bid shall not be less than: $ 62.50 |
| 107 | 73.21AC | ADDITIONAL CONCRETE | 10.00 | C.Y. | $62.50 | $625.00 | Unit price bid shall not be less than: $ 62.50 |
| 108 | 73.31AE0 | ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) | 50.00 | C.Y. | $20.00 | $1,000.00 | Unit price bid shall not be less than: $ 20.00 |
| 109 | 73.41AG | ADDITIONAL SELECT GRANULAR BACKFILL | 50.00 | C.Y. | $15.00 | $750.00 | Unit price bid shall not be less than: $ 15.00 |
| 110 | 73.51AS | ADDITIONAL STEEL REINFORCING BARS | 500.00 | LBS. | $1.00 | $500.00 | Unit price bid shall not be less than: $ 1.00 |
| 111 | 8.02 A | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK | 2,500.00 | S.F. | $0.10 | $250.00 | |
| 112 | 8.02 B | SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK | 700.00 | L.F. | $0.10 | $70.00 | |
| 113 | 8.32 | BARK CHIP MULCH | 40.00 | S.Y. | $45.00 | $1,800.00 | |
| 114 | 8.52 | ALLOWANCE FOR WAYFINDING TOTEMS | 1.00 | F.S. | $140,000.00 | $140,000.00 | PRICE BID SHALL BE FOR THE FIXED SUM OF $ 140,000.00 |
| 115 | 8.52 WSF-B | WAYFINDING SIGN FOOTING TYPE B | 7.00 | EACH | $6,000.00 | $42,000.00 | |
| 116 | 9.04 HW | ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE | 1.00 | F.S. | $30,000.00 | $30,000.00 | PRICE BID SHALL BE FOR THE FIXED SUM OF $ 30,000.00 |
| 117 | JB-FS-AL | ALTICE JB FIXED SUM | 1.00 | F.S. | $60,355.95 | $60,355.95 | PRICE BID SHALL BE FOR THE FIXED SUM OF $ 60,355.95 |
| 118 | JB-FS-CE | CON EDISON JB FIXED SUM | 1.00 | F.S. | $814,036.00 | $814,036.00 | PRICE BID SHALL BE FOR THE FIXED SUM OF $ 814,036.00 |
| 119 | JB-FS-VZ | ECS-VERIZON JB FIXED SUM | 1.00 | F.S. | $706,526.50 | $706,526.50 | PRICE BID SHALL BE FOR THE FIXED SUM OF $ 706,526.50 |
| 120 | SL-20.02.02 | FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788 | 1.00 | EACH | $1,193.00 | $1,193.00 | |
| 121 | SL-20.08.01 | REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION | 17.00 | EACH | $500.00 | $8,500.00 | |
| 122 | SL-21.03.02 | FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPOST WITH TRANSFORMER BASE | 1.00 | EACH | $3,875.00 | $3,875.00 | |

Department of Design and Construction

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

**Project ID:** HWCSCHPBX
**ePIN:** 85022B0057

**TOTAL BID PRICE:** **$8,667,816.45**

| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col.8 |
|---|---|---|---|---|---|---|---|
| Seq. No | Item Number | Item Description | Engineer's Estimate of Quantity | Unit | Unit Price | Extended Amount | Price Criteria |
| 123 | SL-21.09.05 | REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY. | 17.00 | EACH | $820.00 | $13,940.00 | |
| 124 | SL-21.09.08 | REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.) | 4.00 | EACH | $410.00 | $1,640.00 | |
| 125 | SL-22.16.05 | FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC | 32.00 | EACH | $483.00 | $15,456.00 | |
| 126 | SL-24.02.01 | FURNISH FABRICATED STEEL 6FT SHAFT EXTENSION (SINGLE ARM) FOR M-2 TRAFFIC LAMPPOST | 27.00 | EACH | $1,253.00 | $33,831.00 | |
| 127 | SL-24.02.02 | FURNISH AND INSTALL FABRICATED STEEL 8 Ft. ARM ON LAMPPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION. | 32.00 | EACH | $615.00 | $19,680.00 | |
| 128 | SL-29.01.01 | FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A | 17.00 | EACH | $2,635.00 | $44,795.00 | |
| 129 | SL-31.01.06 | PAINT A STANDARD STREET LIGHT LAMPPOST WITH INSULATED "SUPERHTHANE" PAINT APR. 7' HIGH. | 1.00 | EACH | $920.00 | $920.00 | |
| 130 | SL-33.01.01 | FURNISH AND INSTALL NO. 12 AWG XLP COPPER WIRE OR EQUAL IN CONDUIT | 2,300.00 | L.F. | $3.00 | $6,900.00 | |
| 131 | T-1.1 | INSTALL TYPE "S" OR "T" FOUNDATION | 21.00 | EACH | $931.00 | $19,551.00 | |
| 132 | T-1.18 | REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION | 1.00 | EACH | $500.00 | $500.00 | |
| 133 | T-1.2 | INSTALL TYPE "F-1" FOUNDATION | 2.00 | EACH | $1,200.00 | $2,400.00 | |
| 134 | T-1.20 | REMOVE TYPE "M" SERIES FOUNDATION | 13.00 | EACH | $500.00 | $6,500.00 | |
| 135 | T-1.3 | INSTALL TYPE "M2-5S" FOUNDATION | 31.00 | EACH | $1,450.00 | $44,950.00 | |
| 136 | T-1.52 | INSTALL ONE ALUMINUM PEDESTRIAN SIGN APS POLE | 2.00 | EACH | $855.00 | $1,710.00 | |
| 137 | T-1.6 | INSTALL TYPE "M2-5T" FOUNDATION | 2.00 | EACH | $1,450.00 | $2,900.00 | |
| 138 | T-2.1 | INSTALL TYPE "S-1" OR "T-1" SERIES POST | 21.00 | EACH | $450.00 | $9,450.00 | |
| 139 | T-2.16 | FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS | 2.00 | EACH | $2,650.00 | $5,300.00 | |
| 140 | T-2.2 | INSTALL TYPE "S-14" POST | 2.00 | EACH | $445.00 | $890.00 | |
| 141 | T-2.24 | REMOVE TYPE "M" SERIES POST | 13.00 | EACH | $1,230.00 | $15,990.00 | |
| 142 | T-2.4 | INSTALL TYPE "M-2" POST | 13.00 | EACH | $1,710.00 | $22,230.00 | |
| 143 | T-2.7 | INSTALL SHAFT ON "M-2" POST | 21.00 | EACH | $430.00 | $9,030.00 | |
| 144 | T-20000 | FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1" | 21.00 | EACH | $665.00 | $13,965.00 | |
| 145 | T-20020 | a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST) | 68.00 | EACH | $21.00 | $1,428.00 | |
| 146 | T-20021 | b) FURNISH 1" ANCHOR BOLT ASSEMBLIES FOR F-1 (EACH) (4 REQUIRED PER POST) | 8.00 | EACH | $35.00 | $280.00 | |
| 147 | T-20160 | FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2" | 13.00 | EACH | $6,760.00 | $87,880.00 | |
| 148 | T-20170 | M-2A POLE SHAFT WITH BOLT COVERINGS | 21.00 | EACH | $2,720.00 | $57,120.00 | |
| 149 | T-20184 | a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS | 11.00 | EACH | $465.00 | $5,115.00 | |
| 150 | T-20200 | M-2A POLE TRANSFORMER BASE WITH SHAFT | 21.00 | EACH | $4,305.00 | $90,405.00 | |
| 151 | T-20220 | c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST) | 136.00 | EACH | $60.00 | $8,160.00 | |
| 152 | T-20640 | FURNISH ALUMINUM TRAFFIC SIGNAL POST TYPE "S-14" | 2.00 | EACH | $1,315.00 | $2,630.00 | |
| 153 | T-3.1 | INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST | 39.00 | EACH | $420.00 | $16,380.00 | |
| 154 | T-3.18 | REMOVE SIGNAL HEAD FROM ANY TYPE POST | 16.00 | EACH | $205.00 | $3,280.00 | |
| 155 | T-3.2 | INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST | 10.00 | EACH | $420.00 | $4,200.00 | |
| 156 | T-3.21 | REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST | 55.00 | EACH | $205.00 | $11,275.00 | |
| 157 | T-3.40 | FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS UNIT | 58.00 | EACH | $430.00 | $24,940.00 | |
| 158 | T-3.6 | INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST | 43.00 | EACH | $315.00 | $13,545.00 | |
| 159 | T-30013L | FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS | 48.00 | EACH | $390.00 | $18,720.00 | |

Department of Design and Construction

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

**Project ID:** **HWCSCHPBX**
**ePIN:** 85022B0057

**TOTAL BID PRICE:** **$8,667,816.45**

| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col.8 |
|---|---|---|---|---|---|---|---|
| **Seq. No** | **Item Number** | **Item Description** | **Engineer's Estimate of Quantity** | **Unit** | **Unit Price** | **Extended Amount** | **Price Criteria** |
| 160 | T-31150 | FURNISH "1SA" ALUMINUM DIE CASTINGS AND ASSEMBLY FOR POST SIGNAL MOUNTING | 2.00 | EACH | $90.00 | $180.00 | |
| 161 | T-31200 | e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR | 9.00 | EACH | $75.00 | $675.00 | |
| 162 | T-31210 | h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR | 62.00 | EACH | $35.00 | $2,170.00 | |
| 163 | T-31215 | b) "2MS" | 5.00 | EACH | $240.00 | $1,200.00 | |
| 164 | T-31225 | c) "3MS" | 4.00 | EACH | $275.00 | $1,100.00 | |
| 165 | T-31235 | d) "4MS" | 4.00 | EACH | $285.00 | $1,140.00 | |
| 166 | T-31340 | f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR | 55.00 | EACH | $90.00 | $4,950.00 | |
| 167 | T-33001-L | FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L) | 55.00 | EACH | $330.00 | $18,150.00 | |
| 168 | T-33002 | FURNISH AUDIBLE PEDESTRIAN SIGNAL UNIT | 58.00 | EACH | $765.00 | $44,370.00 | |
| 169 | T-4.22 | INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE | 7.00 | EACH | $1,875.00 | $13,125.00 | |
| 170 | T-4.8 | REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT | 7.00 | EACH | $1,230.00 | $8,610.00 | |
| 171 | T-5.14 | SAW CUT ROADWAY | 600.00 | L.F. | $0.10 | $60.00 | |
| 172 | T-5.28 | FURNISH AND INSTALL 2" RIGID CONDUIT INTO MANHOLE | 2.00 | EACH | $1,000.00 | $2,000.00 | |
| 173 | T-5.34 | RESTORING PERMANENT SIDEWALK | 750.00 | S.F. | $20.00 | $15,000.00 | |
| 174 | T-5.50 | FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY | 80.00 | L.F. | $200.00 | $16,000.00 | |
| 175 | T-5.51 | FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED SIDEWALK | 20.00 | L.F. | $200.00 | $4,000.00 | |
| 176 | T-5.52 | FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN UNPAVED AREA | 2,710.00 | L.F. | $70.00 | $189,700.00 | |
| 177 | T-5.54 | PERMANENT RESTORATION OF PAVED ROADWAY | 80.00 | L.F. | $0.10 | $8.00 | |
| 178 | T-5.57 | FURNISH AND INSTALL 1-1/4" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY | 30.00 | L.F. | $100.00 | $3,000.00 | |
| 179 | T-6.1 | INSTALL CABLE (INCLUDES OVERHEAD) | 2,100.00 | L.F. | $7.00 | $14,700.00 | |
| 180 | T-6.10 | REMOVE CABLE (INCLUDES OVERHEAD) | 3,500.00 | L.F. | $5.00 | $17,500.00 | |
| 181 | T-6.2 | INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD) | 3,500.00 | L.F. | $9.00 | $31,500.00 | |
| 182 | T-60000B | FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING). | 2,600.00 | L.F. | $2.00 | $5,200.00 | |
| 183 | T-60040 | c) 7 CONDUCTOR, 14 A.W.G. | 1,900.00 | L.F. | $2.00 | $3,800.00 | |
| 184 | T-60190 | e) 13 CONDUCTOR, 14 A.W.G. | 3,300.00 | L.F. | $3.00 | $9,900.00 | |
| 185 | T-60200 | FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS CABLE | 1,300.00 | L.F. | $2.00 | $2,600.00 | |
| 186 | T-8.8 | INSTALL CONCRETE PYLON | 18.00 | EACH | $1,300.00 | $23,400.00 | |
| 187 | T-8.9 | REMOVE CONCRETE PYLON | 18.00 | EACH | $820.00 | $14,760.00 | |
| 188 | T-81000 | FURNISH CONCRETE PYLON | 18.00 | EACH | $335.00 | $6,030.00 | |
| | | **SUBTOTAL** | | | | **$8,477,816.45** | |
| 189 | 6.39 B | MOBILIZATION | 1.00 | L.S. | $190,000.00 | $190,000.00 | BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE. |

Department of Design and Construction

# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
## DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
## JB SPECIALTY ITEMS

**Project ID:** **HWCSCHPBX**
**ePIN:** 85022B0057

| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 | Col. 7 | Col. 8 |
|---|---|---|---|---|---|---|---|
| **Seq. No** | **JB Fixed Sum Items** | **Item Number** | **Item Description** | **Engineer's Estimate of Quantity** | **Unit** | **Unit Price** | **Price Criteria** |
| 1 | JB-FS-CE | 51.21S0A1000V | STANDARD MANHOLE TYPE A-1 | 1 | EA. | 15000 | |
| 2 | JB-FS-CE | 51.42S1SO | INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1 | 5 | EA. | 11500 | |

**Prices bid for these items will be paid for under the respective JB Fixed Sum items in the Bid Schedule.**

# Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, the bidder must submit such information within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by email and will specify the types of information which must be submitted directly to DDC.

## In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

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(A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **Copy of License**: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.

(C) **Financial Information**: If required, the bidder must submit the financial information described below:

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

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

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

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

(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.

# Project References

## A. Contracts completed by the bidder

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

| Project & Location | Contract Type | Contract Amount ($000) | Date Completed | Owner Reference & Tel. No. | Architect/Engineer Reference & Tel. No. (if different from owner) |
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**Triumph Construction Corp.**
**1354 Seneca Ave.**
**Bronx, NY 10474**

**COMPLETED PROJECTS- 2021**

| Contract Name | Contract # | Contract Description | Owner | Year | Contract Amount | Owner Reference & Contact |
|---|---|---|---|---|---|---|
| Street Lighting Work at Lafayette Ave., Bronx | 23960004 | Street Lighting, electrical and site work Bronx NY | NYCEDC/AECOM | 2021 | $ 939,455.00 | Yemi Green 516-800-9016 |
| Installation of 5G Networks | 20200921 | Installation of 5G Networks | Zenfi-Conexcity | 2021 | $ 330,114.85 | Tom Hansbury 914-908-0455 |
| One Times Square - Emergency Sewer Repla | 20201112 | Funished and installed 8" sewer pipe, NYC | Jamestown LP | 2021 | $ 230,000.00 | Ryan Tunstall 917-453-6251 |
| Installation of WiFi Kiosks New Rochelle | n/a | Installation of WiFi Kiosks New Rochelle | Intersection | 2021 | $ 305,394.38 | Tossin Olugbenga 908-425-7385 |
| Installation of WiFi Kiosks Newark | n/a | Installation of WiFi Kiosks Newark | Intersection | 2021 | $ 200,087.00 | Robert Fox 215-720-0465 |
| 1 Times Sq | | Furnish & Install 8" sewer pipe and emergency repairs | Jamestown LP | 2020 | $ 280,000.00 | Ryan Tuner 917-453-6251 |
| Reconstruction of Pershing Square NYC | HWPLZ004M | Trunk main, water, sewer, concrete, granite curb,asphalt, landscaping | NYCDDC | 2020 | $ 10,371,035.27 | John Delucia 844-0896 |
| Safe Routes to Schools - Phase 4C2 | HWCSCH4C2 | Bump outs, curbs, sidewalks, asphalt, road base, electrical, landscaping | NYCDDC | 2020 | $ 11,766,937.28 | Mauro DeVincenzi 347-203-2100 |
| North Flatbush Ave Atlantic Yard BKLYN | HWK300-01 | Water main, curb and sidewalk, traffic signal work, sidewalk reconstruction | NYCDDC | 2020 | $ 4,894,760.88 | Zong Jiang 718) 752-0430 |
| Coney Island- | 59640002 | 6"-24" water main, including up to 48" sewer, Chambers, and access manholes | NYCEDC | 2019 | $ 51,684,397.36 | Ahmad Alhalawani, RE (732) 447-4327 |
| Installation of LinksNYC WiFi Kiosks NYC | n/a | Installation of LinksNYC WiFi Kiosks NYC | CityBridge | 2019 | $ 24,426,036.00 | Robert Fox 215-720-0465 |
| Complex pedestrian ramps | HWP15KCL- | Concrete sidewalk, curb, catch basins, chutes, manholes, utilities | NYCDDC | 2019 | $ 6,475,482.52 | Bryan McGrath 516-241-7998 |
| E. 86th Street Safety and Streetscape Improvements | HWMM008- | Reconstruction of E 86th ST. | NYCDDC | 2019 | $ 10,556,199.64 | John Delucia 347-844-0896 |
| Astor Place Reconstruction | HWMP116 | Water main, sewer, traffic lighting, street lighting | NYCDDC | 2019 | $ 15,754,866.59 | Rafael Rodriguez R.E. 347-865-4413 |
| Green Infras.in JAM-003 & JAM-006 Phase 1 | GCJAM-01 | Construction of Right-of-Way Green Infrastructure | NYCDDC | 2019 | $9,267,820.00 | Norbu Tsering 718-391-2555 |
| East River Waterfront Esplanade- Pier 35 | 201700 | Installation of new Water Main 36" dia and restoration of esplanade Pier 35 NYC | NYCEDC (Hunter Roberts) | 2019 | $901,000.00 | Mishel Mako 917-946-4420 |
| ADA Upgrade at 86 Street Station | A-37117 | Installation of 8" water main and 36" & 24" sewer | EL Sol /MTA- NYCTA | 2019 | $1,150,806.86 | Alfred Bonura 917-282-2771 |
| 1 Vanderbilt Avenue, NY | 16-012 | Installation of new services to building | Olympic Plu & Htg | 2019 | $1,493,812.55 | Al Rocco 718-528-4001 |
| GE-359 (Emergency Water Main) Task Orders | GE-359 | Reconstruction of broken water mains on an Emergency basis | NYCDEP | 2019 | $ 17,688,304.88 | Michael Sullivan 718-595-5439 |
| GE-357 (Emergency Water Main) Task Orders | GE-357 | Reconstruction of broken water mains on an Emergency basis | NYCDEP | 2018 | $ 16,404,047.97 | Michael Sullivan 718-595-5439 |
| Complex Pesdestrian Ramps, Manhattan | HWP14MTA | Construction fo Complex Pesdestrian Ramps in landmark areas and adjacent to TA facilities NYC | NYCDDC | 2018 | $ 2,826,186.26 | Benjanmin Amoako-Boahen (347) 264-7505 |
| Accelerated Watermain and Sewer Install, Bronx | HEDA-002 | Construction of Accelerated Watermain and Sewer Repairs, Bronx | NYCDDC | 2018 | $ 15,082,961.32 | Lambert Monah 939-6966 |
| Safe Routes to Schools | HWCSCH3B2 | Installation of bump outs, catch basins, chutes, and utility work | NYCDDC | 2018 | $ 5,197,263.00 | John Delucia 347-844-0896 |
| Realignment and Plaza Enchancement for Myrtle/Cooper Plaza | HWPLZ008Q | Including sewer, water main, street lighting and traffic work | NYCDDC | 2017 | $3,399,662.03 | Nathalie Pierre-Georges 718-391-2477 |
| Wayfinding Elements NYC | 20151403526 | Furnish, deliver and install Wayfinding elements - NYC | NYCDOT | 2017 | $17,934,700.00 | Keri Isaac 212-839-6425 |
| 185th St - Streetscape Improvements, NYC | HWD10211 | Streetscape incs; Water main, street lighting and traffic signal work | NYCDDC | 2017 | $3,654,207.44 | John Delucia 347-844-0896 |
| Safe Routes for Transit, Bronx, NY | HWSRT200A | Complex bump out ramps. - Catch basins, curb and sidewalk, & concrete | NYCDDC | 2016 | $ 2,855,503.31 | Franco Mesiti 917-939-6794 |
| Bronx & Manhattan Complex Ped Ramps | HWP2010MX | Installation of complex ped ramps; Including catch basins, chute, curb & sidewalk concrete work | NYCDDC | 2016 | $4,195,738.20 | Franco Mesi 917-939-6794 |
| Complex Pedestrian Ramps, Manhattan | HWP2013TA | Complex pedestrian ramps; Pedestrian ramps, sidewalk, curb, catch basin, watermain, street lighting and traffic signal work | NYCDDC | 2016 | $1,262,023.03 | Pierre Rameau Jr , EIC 347-203-1360 |
| Installation of 12" and 20" water mains | MED617 | Installation of water mains and services NYC | NYCDDC | 2016 | $5,597,067.26 | Shahram Jaromi 718-391-3231 |
| Reconstruction of Church Avenue | HWKP2026 | Installation of sewer and water main. Reconstruction of roadway and sidewalks | NYCDDC | 2015 | $ 5,818,018.51 | Flore Bruneau, Acting EIC 646-739-7122 (Original EIC retired) |
| Construction of Complex Ped Ramps | HWP2012QC | Installation of pedestrian ramps, catch basins, and manholes | NYCDDC | 2015 | $ 4,189,951.60 | Joseph Dorce, EIC 917-731-2763 |
| Lexington Ave Bollards | 1000023573 GCT | Furnished and Installed Security Bollards, Parge NYCTA Vent Shaft, Water Main - Curb Valve Relocation, Catch Basin removal and Grating Installation at 420 Lexington Ave, New York, NY. | Metro- North | 2014 | $ 709,500.00 | Colm R. Saunders, PE 914-461-0474 |
| Queens Plaza Bicycle and Pedestrian Improvements Project | 1442002 | Watermain, Sewer, Lighting, Signal Work, Concrete Sidewalk, Asphalt Milling and Paving, Landscaping, Custom Pavers and Irrigation. | NYC Economic Development Corp. | 2014 | $ 38,330,225.89 | Dan Colangione 212-312-3765 |
| Emergency Sidewalk Repairs Project | HWSEMER11 | Removal and replacement of trees, stumps, sidewalk, etc due to Sandy Storm damage | NYCDDC | 2014 | $ 1,326,879.16 | Mina Marcos 516-852-8595 |
| Low pressure water main | 835147 | Watermain, Sewer, Lighting, Signal, Concrete Sidewalk, Asphalt Paving, Landscaping and Pavers. | Brooklyn Navy Yard Development Corp. | 2012 | $ 12,937,036.73 | Carmine Stabile 845-642-0491 |
| Construction of Catch Basins, Various Locations, Bronx, NY | SECBX1 | Installation of Catch Basins and Chute Connections, Various Locations, Bronx, NY | NYCDDC | 2012 | $ 1,931,893.50 | Lambert Monah 917-939-6966 |
| Reconstruction of Building 292 Parking Lot | 835147 | Storm Water Detention System, Sewer, Watermain, Concrete Sidewalk, Asphalt Pavement | Brooklyn Navy Yard Development Corp. | 2012 | $ 2,376,909.81 | Carmine Stabile 845-642-0491 |
| High Pressure Water Main | 835147 | Watermain, Sewer, Concrete Sidewalk and Asphalt Milling and Paving | Brooklyn Navy Yard Development Corp. | 2011 | $ 1,258,028.70 | Carmine Stabile 845-642-0491 |
| Construction of Catch Basins, Various Locations, Manhattan, NY | SECBHLN2 | Installation of Catch Basins and Chute Connections, Various Locations, Manhattan, NY | NYCDDC | 2010 | $ 1,692,668.50 | Pierre Rameau 347-203-1360 |

## B. Contracts currently under construction by the bidder

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

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

**1354 Seneca Ave.**

**Bronx, NY 10474**

**WORK IN PROGRESS**

| Contract Name | Triumph Job No. | Contract No. | Agency | Contract Amount | Status (% Complete) | Owner- Contact |
|---|---|---|---|---|---|---|
| Reconstruction of 9th Ave / Gansevoort Area; Water Main, Streetscape, Utility Relocation, Manhattan | 1003 | HWMP2020 | NYCDDC | $ 17,170,162.50 | 85% | Iyad Marzouq, EIC 212-313-3526 |
| Construction of Right of Way Green Infrastruture, Bioswales, Queens | 3072 | GCJA03-3A | NYCDDC | $ 10,944,453.00 | 80% | Jean Claremont (917)709-6446 |
| Construction of Right of Way Green Infrastruture, Bioswales, Queens | 3060 | GNCB14-1A | NYCDDC | $ 4,249,713.00 | 60% | Lafayette Cisco (646)235-8862 |
| Construction of Accelerated Water Main Replac & Sewer Rehab, Manhattan | 3053 | MEDA002 | NYCDDC | $ 16,206,941.00 | 65% | John Delucia 347-844-0896 |
| Construction of Accelerated Water Main Replac & Sewer Rehab, Bronx | 3061 | HEDA003 | NYCDDC | $ 16,951,742.60 | 55% | Franco Mesiti 917-939-6794 |
| Installation of Footings for Wayfinding Signs in NYC | 19-0008 | 20181426192 | NYCDOT/ PentacCityGroup | $ 974,785.00 | 50% | Chris Lucas 646-300-7143 |
| Replace of Trunk & Distr Water Mains, Sewer, Streetscape, Brooklyn | 3049 | BED-798 | NYCDDC | $ 37,548,087.57 | 40% | Bob Yueh 718-250-5047 |
| Construction of Right of Way Green Infrastructure, Jamaica Bay, Queens | 19-0001 | GCJA03-2A | NYCDDC | $ 7,983,614.53 | 30% | Bill Sifounis (646) 957-0302 |
| Green Infrastructure Westschester Creek Basin, Bronx | 19-0009 | 533200103 | LIRO/NYCEDC | $ 12,072,033.80 | 20% | Jon Grubman 347-829-3351 |
| Middle Neck Road Water Main Improvements, Great Neck | 20-0012 | n/a | WAGNN | $ 5,600,000.00 | 15% | Brian Fanselli 516-491-7050 |
| Installation of New Catch Basins, Reconstruction of Existing Collapsed Catch Basins, Brooklyn and Staten Island | 3059 | SECBRKR01 | NYCDDC/DEP | $ 3,935,331.50 | 10% | Danny Lefkowitz 718-595-7657 |
| Construction of Sanitary Sewers and Appurtenances, Coney Island Areas, Brooklyn | Contract | CONISPH3A | NYCEDC | $ 49,679,581.33 | 10% | Tim Weiss 917-373-9521 |
| Westchester Creek Green Infrastructure; Construction of Right of Way Bioswales, Bronx | 19-0009 | 53320013 | LIRO/NYCEDC | $ 12,072,033.80 | 1% | Jonathan Grubman (516) 382-2837 |
| Green Infrastructure; Right of Way, Bioswales, Bronx River, Bronx | 19-0004 | | Hunter Roberts/NYCEDC | $ 24,500,000.00 | 1% | Nicholas Gibson (646)276-5292 |

## C. Pending contracts not yet started by the bidder

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

| Project & Location | Contract Type | Contract Amount ($000) | Date Scheduled to Start | Owner Reference & Tel. No. | Architect/Engineer Reference & Tel. No. (if different from owner) |
|---|---|---|---|---|---|
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| Contracts not Started | | | | | | |
|---|---|---|---|---|---|---|
| **Contract Name** | **Triumph Job No.** | **Contract No.** | **Agency** | **Contract Amount** | **Status (% Complete)** | **Owner- Contact** |
| Reconstruction of Parsons Blvd, Queens | 19-0011 | HWPEDSF4A | NYCDDC | $ 3,523,631.22 | 0% | Has not started |
| ADA Requirements- Installation Ped Ramps, etc, Bronx | 20-0001 | D264063 | NYSDOT | $ 874,049.90 | 0% | Erica Wong, PE 917-717-0130 |
| 2401 3rd Ave - Site Utilities | 20-0002 | | | $ 2,100,000.00 | 0% | Has not started |
| Construction of Right of Way Green Infrastructure, Flushing Creek, Queens | 19-0002 | GT110-1A | NYCDDC | $ 10,677,684.16 | 0% | Has not started |
| On-Site Green Infrastructure - 26th Ward Houses NYCHA | 20-0003 | 60589896 | Aecom/NYCEDC | $ 4,039,970.00 | 0% | Yemi Green 516-800-9016 |
| On-Site Green Infrastructure - Newton Creek, Kingsborough Houses, NYCHA | 20-0004 | 60589896 | Aecom/NYCEDC | $ 1,200,000.00 | 0% | Yemi Green 516-800-9017 |
| Atlantic Ave Safety Improvements- Phase II | 20-0005 | HWD10105A | NYCDDC | $ 25,884,023.66 | 0% | Has not started |
| Construction of Various Right of Way Green Infrastructure, Bioswales, Queens | 20-0006 | BB05-01-A | NYCDDC | $ 18,275,922.11 | 0% | Has not started |
| Jerome Reservoir and Aqueduct Rehab., Bronx | | JRAQ-REH | NYCDEP | $ 37,594,000.00 | 0% | Has not started |
| New DEP Combined Sewer & Water Main Scope, Grand Ave, Elmhurst | 20-0018 | n/a | Storage Constr. Co. | $ 550,000.00 | 0% | Robert Caravella 646-388-9828 |
| Replacement of Water Mains on Avenue "S" and Coney Island Avenue, Brooklyn | 3075 | BED-809 | NYCDDC | $ 25,430,427.44 | 0% | Has not started |
| GOSR Five Towns Drainage Improvements - Lawrence Pipe | | H35132-01G | NASSAU DPW | $ 9,181,765.00 | 0% | Has not started |
| Replacement of Underground Water & Fire Distribution Lines, Manhattan | 19-0006 | PL1813851 | NYCHA | $ 4,100,000.00 | 0% | Has not started |

## 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. This Safety Questionnaire will be reviewed as per Section V of the Safety Requirements for Construction Contracts, found in Volume 2 of the Contract.**

**1. Bidder Information:**

Company Name: Triumph Construction Corp.

DDC Project Number: HWCSCHPBX

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:**

Identify the types of work that the Bidder has performed in the last three years, and the types of work that are part of this Contract.

| 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 Bidder / Contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the Bidder cannot obtain its EMR, it must submit a written explanation as to why.

The Bidder 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 |
|---|---|---|
| 2021 | | .75 |
| 2020 | | .74 |
| 2019 | | .78 |

**If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the Bidder / 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 a New York City Department of Buildings (NYCDOB) construction-related violation within the last three years.**

☐ **YES** ☑ **NO** **Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).**

**The OSHA Form 300 "Log of Work-Related Injuries and Illnesses" and OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" must be submitted for the last three years for Contractors with more than ten employees.**

The Bidder / Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

**The Bidder / Contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) 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 Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) weeks per year.**

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

| YEAR | TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES | INCIDENT RATE |
|---|---|---|
| 2021 | 575,434 | .70 |
| 2020 | 568,699 | 1.40 |
| 2019 | 750,795 | .80 |

**If the Bidder's / 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 Bidder / 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 Fatality or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye) on DDC Project(s) within the last three (3) years.

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

The Bidder hereby affirms that all the information provided in this Safety Questionnaire and all additional pages and/or attachments, if applicable, consist of accurate representations.

Date: 3/2/2022 By: _____

**(Signature of Bidder: Owner, Partner, Corporate Officer)**

Title: President

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

# ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 02, 2022; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 02, 2022; 11:30 AM

PROJECT No. : HWCSCHPBX

TITLE: RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

| ADDENDA ISSUED | NO. OF DWG | DATE | APPROVED BY: SPECS UNIT | APPROVED BY: GENERAL COUNSEL |
|---|---|---|---|---|
| #1<br>Questions from Bidders and Responses to Questions;<br>Revisions to PASSPort Forms;<br>Revisions to Documents. | | 02/11/2022 | 2/11/2022 | Candace Chung |
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THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

**02/11/2022**

# ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85022B0057-HWCSCHPBX

RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
   See Attachment A.

2. **Revisions to Documents:**
   See Attachment B

3. **Revisions to PASSPort forms:**
   See Attachment C.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.



Richard Jones, PE CWI CDT
Executive Director, Specifications

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

## ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

| No. | Bidders Questions | DDC Responses |
|---|---|---|
| 1 | Bid submission form and bond form missing | See Attachment C of this addendum. |
| 2 | We are looking at DDC's project – Reconstruction of Safe Routes to School, #HWSCHPBX and noticed that there are no scheduled items neither in the "ITEM" tab in our proposal and neither when we export the Excel File onto our computer. We are assuming there is some type of technical issue and wanted to bring this to your attention. The only item showing is "Total Bid Price (From Bid Schedule)". | Bid Schedule is now an Excel file located in the Questionnaire. |

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**ATTACHMENT B – REVISIONS TO THE DOCUMENTS**

- Plan Holders List added.

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

## This Addendum initiate Round 2 of the procurement.

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

- Bid submission form added.
- Bid Bond added.

**Item Grid Changes:**

None.

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

# ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 02, 2022; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 02, 2022; 11:30 AM

PROJECT No. : HWCSCHPBX

TITLE: RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

| ADDENDA ISSUED | NO. OF DWG | DATE | APPROVED BY: SPECS UNIT | APPROVED BY: GENERAL COUNSEL |
|---|---|---|---|---|
| #1<br>Questions from Bidders and Responses to Questions;<br>Revisions to PASSPort Forms;<br>Revisions to Documents. | | 02/11/2022 | | |
| #2<br>Questions from Bidders and Responses to Questions.<br>Revisions to Documents. | | 2/18/2022 | 2/18/2022 | |
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THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

**02/18/2022**

# ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

## 85022B0057-HWCSCHPBX

## RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
   See Attachment A.

2. **Revisions to Documents:**
   See Attachment B

3. **Revisions to PASSPort forms:**
   No Attachment C is included with this Addendum

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.



2/18/2022

for

Richard Jones, PE CWI CDT
Executive Director, Specifications

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

## ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

| No. | Bidders Questions | DDC Responses |
|---|---|---|
| 1 | Can you please provide us with the bid item form...as per the NYCDDC response in Addendum 1, the new file was to be located in the questionnaire. And was supposed to be Attachment C of the addenda | Please refer to the Bid Schedule section in the PASSPort Questionnaire. |
| 2 | As this contract contains a fixed price list for Joint Bid items, the contractor can perform a comprehensive cost estimate utilizing the price list information and utilizing the applicable items on that list by analyzing the existing utilities shown on the contract bid documents. However, what will happen, if after the bid is turned in and any of the participating utility companies install additional utilities that interfere with the city work, or the conditions on the bid documents are different in the field, and the applicable joint bid item fixed prices is less than the contractor's cost plus overhead and markup. How will the contractor be compensated for such short falls? | Extra Work will be handled in accordance with the requirements set forth in the Standard Construction Contract and Section A.2 of the JB-Pages. |

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

## ATTACHMENT B – REVISIONS TO THE DOCUMENTS

VOLUME 3 OF 3:

1-JB-Pages: pages JB-A6 & JB-A7, Article A.2.F and A.2.G revised.

2- SECTION B. NYC JOINT BID ITEM PRICE LIST revised.

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

## This Addendum initiate Round 3 of the procurement.

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

None.

**Item Grid Changes:**

None.

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

# ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 02, 2022; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 02, 2022; 11:30 AM

PROJECT No. : HWCSCHPBX

TITLE: RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

| ADDENDA ISSUED | NO. OF DWG | DATE | APPROVED BY: SPECS UNIT | APPROVED BY: GENERAL COUNSEL |
|---|---|---|---|---|
| #1<br>Questions from Bidders and Responses to Questions;<br>Revisions to PASSPort Forms;<br>Revisions to Documents. | | 02/11/2022 | | |
| #2<br>Questions from Bidders and Responses to Questions.<br>Revisions to Documents. | | 2/18/2022 | | |
| #3<br>Bid Submission and Bid Opening time and date;<br>Questions from Bidders and Responses to Questions. | | 3/1/2022 | 3/1/2022 | |
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THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

**3/1/2022**

# ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

## 85022B0057-HWCSCHPBX

## RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **The Bid Submission Date/Time for the contract described below remain scheduled for March 2, 2022, between 8:30 AM and 11:00 AM., and the Bid Opening Date/Time will remain as March 2, 2022, 11:30 am.**

2. **Bidders Questions and Responses to Questions:**
   Attachment A is included with this Addendum

3. **Revisions to Documents:**
   No Attachment B is included with this Addendum

4. **Revisions to PASSPort forms:**
   No Attachment C is included with this Addendum

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

| No. | Bidders Questions | DDC Responses |
|---|---|---|
| 1 | In passport the bid is due on 3/2/22 12:00 AM, which will be tonight at midnight. Is that correct? Usually the jobs are due at 11:00 AM, maybe there was a typo when entering the information into PASSPORT. | Please see ADDENDA sheet and serial number 1 at page 2 of this ADDENDUM. |

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

## ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None.

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

## This Addendum is included within Round 3 of the procurement.

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

None.

**Item Grid Changes:**

None.

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

# ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 02, 2022; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 02, 2022; 11:30 AM

PROJECT No. : HWCSCHPBX

TITLE: RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

| ADDENDA ISSUED | NO. OF DWG | DATE | APPROVED BY: SPECS UNIT | APPROVED BY: GENERAL COUNSEL |
|---|---|---|---|---|
| #1<br>Questions from Bidders and Responses to Questions;<br>Revisions to PASSPort Forms;<br>Revisions to Documents. | | 02/11/2022 | | |
| #2<br>Questions from Bidders and Responses to Questions.<br>Revisions to Documents. | | 2/18/2022 | | |
| #3<br>Bid Submission and Bid Opening time and date;<br>Questions from Bidders and Responses to Questions. | | 3/1/2022 | | |
| #4<br>Revisions to PASSPort Forms. | | 3/1/2022 | 3/1/2022 | |
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THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

**3/1/2022**

# ADDENDUM No. # 4

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

## 85022B0057-HWCSCHPBX

## RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
   No Attachment A is included with this Addendum

2. **Revisions to Documents:**
   No Attachment B is included with this Addendum

3. **Revisions to PASSPort forms:**
   Attachment C is included with this Addendum

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

None.

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

## ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None.

***DDC PROJECT #:*** **HWCSCHPBX**

**PROJECT NAME:** **RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

## This Addendum initiates Round 4 of the procurement.

*Please note that numbering of addenda is independent of rounds.*

**General Changes:**

Fixed public portal access.

**Questionnaire Changes:**

None.

**Item Grid Changes:**

None.

Department of Design and Construction

**THE CITY OF NEW YORK**
**DEPARTMENT OF DESIGN AND CONSTRUCTION**
**DIVISION OF INFRASTRUCTURE**
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

*TO BE FILLED IN BY THE BIDDER*:

BIDDER'S NAME:

_____

_____

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

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

*DDC CLIENT AGENCY*:
**THE DEPARTMENT OF TRANSPORTATION**
*PREPARED BY*:
**GEDEON GRC CONSULTING**
*DATE PREPARED*:
**DECEMBER 16, 2021**

# VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

# PROJECT ID: HWCSCHPBX

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**
**PS 159/51**
**E. 185TH ST. AND BATHGATE AVE**
**E. 187TH ST. AND WASHINGTON AVE.**
**ST. LUKES**
**E. 138TH ST. AND CYPRESS AVE.**
**E. 137TH ST. AND ST. ANN'S AVE.**
**E. 138TH ST. AND ST. ANN'S AVE.**
**PS 73**
**E. 164TH ST. AND GERARD AVE.**
**PS 340**
**E. 196TH ST. AND JEROME AVE.**
**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING, SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

*TOGETHER WITH ALL WORK INCIDENTAL THERETO*

**BOROUGH OF THE BRONX**

**CITY OF NEW YORK**

Department of Design and Construction

# VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**INFORMATION FOR BIDDERS**

**CONTRACT**

**PERFORMANCE AND PAYMENT BONDS**

**PREVAILING WAGE SCHEDULE**


**THE CITY OF NEW YORK**

**DEPARTMENT OF DESIGN AND CONSTRUCTION**

**DIVISION OF INFRASTRUCTURE**

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


*TO BE FILLED IN BY THE BIDDER*:

BIDDER'S NAME:

_____

_____

BID SECURITY (CIRCLE ONE):

BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:

____ ADDENDUMS

*DDC CLIENT AGENCY*:

**THE DEPARTMENT OF TRANSPORTATION**

*PREPARED BY*:

**GEDEON GRC CONSULTING**

*DATE PREPARED*:

**3/15/2017**

# NOTICE TO BIDDERS

Please be advised that a Rider to the March 2017 New York City Standard Construction Contract regarding Non-Compensable Delays and Grounds for Extension has been attached and incorporated in this Invitation for Bid. Other than provisions specifically delineated in the Rider, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

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**CITY OF NEW YORK**

**DEPARTMENT OF DESIGN AND CONSTRUCTION**

# INFORMATION FOR BIDDERS

**December 2021**

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

# *INFORMATION FOR BIDDERS*

## *TABLE OF CONTENTS*


| | | |
|---|---|---|
| 1. | Description and Location of Work | 1 |
| 2. | Time and Place for Receipt of Bids | 1 |
| 3. | Definitions | 1 |
| 4. | Invitation For Bids and Contract Documents | 1 |
| 5. | Pre-Bid Conference | 1 |
| 6. | Agency Contact | 1 |
| 7. | Bidder's Oath | 1 |
| 8. | Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions | 2 |
| 9. | Examination of Proposed Contract | 2 |
| 10. | Form of Bid | 2 |
| 11. | Irrevocability of Bid | 3 |
| 12. | Acknowledgment of Amendments | 3 |
| 13. | Bid Samples and Descriptive Literature | 3 |
| 14. | Proprietary Information/Trade Secrets | 3 |
| 15. | Pre-Opening Modification or Withdrawal of Bids | 3 |
| 16. | Bid Evaluation and Award | 3 |
| 17. | Late Bids, Late Withdrawals and Late Modifications | 3 |
| 18. | Withdrawal of Bids. | 3 |
| 19. | Mistake in Bids | 4 |
| 20. | Low Tie Bids | 4 |
| 21. | Rejection of Bids | 5 |
| 22. | Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award | 5 |
| 23. | Affirmative Action and Equal Employment Opportunity | 5 |
| 25. | Complaints About the Bid Process | 6 |
| 26. | Bid, Performance and Payment Security | 6 |
| 27. | Failure to Execute Contract | 7 |
| 28. | Bidder Responsibilities and Qualifications | 7 |
| 29. | Employment Report | 7 |
| 30. | Labor Law Requirements | 8 |
| 31. | Insurance | 8 |
| 32. | Lump Sum Contracts | 8 |
| 33. | Unit Price Contracts | 8 |

| | | |
|---|---|---|
| 34. | Excise Tax | 9 |
| 35. | Licenses and Permits | 9 |
| 36. | Multiple Prime Contractors | 9 |
| 37. | Locally Based Enterprise Requirements (LBE) | 9 |
| 38. | Bid Submission Requirements | 11 |
| 39. | Comptroller's Certificate | 11 |
| 40. | Procurement Policy Board Rules | 11 |
| 41. | DDC Safety Requirements | 11 |

1. Description and Location of Work

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

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in the PASSPort RFx, at which time they will be publicly opened and read aloud in the presence of the Commissioner or the Commissioner's or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

(1) All provisions required by law to be inserted in this Contract, whether actually inserted or not

(2) The Contract Drawings and Specifications

(3) The General Conditions, the General Requirements and the Special Conditions, if any

(4) The Contract

(5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and the Bid Booklet

(6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained in the PASSPort RFx.

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

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

(A) Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in The PASSPort RFx.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If the Commissioner finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with the Commissioner's written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

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

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

(a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and

(b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

(c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and

(d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.

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

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

(1) Award to a certified New York City small, minority or woman-owned business entity bidder;

(2) Award to a New York City bidder;

(3) Award to a certified New York State small, minority or woman-owned business bidder;

(4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

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

(1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if

(2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if

(3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if

(4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

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

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

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or

(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

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

(1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;

(2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and

(3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. PASSPort COMPLIANCE

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

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

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

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

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

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

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2323.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in the PASSPort RFx questionnaire. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in the PASSPort RFx. Bid security shall be returned to the bidder as follows:

(1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.

(2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.

(3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in the PASSPort RFx. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

(1) a one-time bond in a form satisfactory to the City;

(2) a bank certified check or money order;

(3) obligations of the City of New York; or

(4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of the bidder's working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to the bidder's proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

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

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a

completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of $1,000,000 or more and subcontractors with construction subcontracts of $750,000 or more. The required forms and information are included in the PASSPort Vendor Profile.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

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

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

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

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

(1) the percentage, dollar amount and type of work to be subcontracted; and

(2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

(a) the name and address of each LBE that will be given a subcontract,

(b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and

(c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

(a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,

(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and

(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;

(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;

(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;

(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;

(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:

(i) The names, address and telephone numbers of LBE firms that are contacted;

(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;

(iii) Documentation showing that no reasonable price can be obtained from LBE firms;

(iv) A statement of why agreements with LBE firms were not reached;

(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and

(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until its meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested,

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

38. Bid Submission Requirements

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

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

**January 2020**

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


**I. POLICY ON SITE SAFETY**

**II. PURPOSE**

**III. DEFINITIONS**

**IV. RESPONSIBILITIES**

**V. SAFETY QUESTIONNAIRE**

**VI. SITE SAFETY PLAN**

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

**VIII. EVALUATION DURING WORK IN PROGRESS**

**IX. SAFETY PERFORMANCE EVALUATION**

## I. POLICY ON SITE SAFETY

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

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

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

## II. PURPOSE

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

## III. DEFINITIONS

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

**Competent Person**: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

**Construction Safety Auditor**: A representative of the Office of Construction Safety who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

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

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

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

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

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

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

**Qualified Person**: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design, maintenance and protection of traffic, and excavation protective system, among others.

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

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

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

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

and updated annually or as requested by the DDC.

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

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

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

**Weekly Safety Meetings**: Weekly jobsite safety meetings, given to all jobsite personnel by Contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor's name, DDC Project ID, date, and location.

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

## IV. RESPONSIBILITIES

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

### A. Resident Engineer

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

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

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

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

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

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

**B. Construction Contractors**

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

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

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

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

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

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

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

## V. SAFETY QUESTIONNAIRE

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

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

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and

Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and

Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and

Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and

Criteria 5: Past safety performance on DDC projects (accidents; status of site safety plan submittals; etc.)

Criteria 6: OSHA violation history for the last three (3) years;

Criteria 7: Contractor will provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

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

## VI. SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

A. Reviewing DDC Contract Safety Requirements
B. Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
C. Reviewing the Site Safety Plan and JHA requirements.
D. Reviewing Accident/Incident reporting and investigation procedures.
E. Reviewing designated safety contacts, roles, and responsibilities.
F. Discussing planned inspections and audits of the site by the Office of Construction Safety personnel.

## VIII. EVALUATION DURING WORK IN PROGRESS

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

A. Use of a safety checklist by a representative of the Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
B. The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (718)391-1911.
C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
D. If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
E. The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
F. The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

## IX. SAFETY PERFORMANCE EVALUATION

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

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

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

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

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

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

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

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

   **13.3** Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

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

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

   **13.3.3** The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

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# CITY OF NEW YORK

# STANDARD CONSTRUCTION CONTRACT

**March 2017**

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*CITY OF NEW YORK*
*STANDARD CONSTRUCTION CONTRACT*

*TABLE OF CONTENTS*


CHAPTER I: THE CONTRACT AND DEFINITIONS ..... 1
**ARTICLE 1. THE CONTRACT ..... 1**
**ARTICLE 2. DEFINITIONS ..... 1**
CHAPTER II: THE WORK AND ITS PERFORMANCE ..... 4
**ARTICLE 3. CHARACTER OF THE WORK ..... 4**
**ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION ..... 4**
**ARTICLE 5. COMPLIANCE WITH LAWS ..... 5**
**ARTICLE 6. INSPECTION ..... 10**
**ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION ..... 11**
CHAPTER III: TIME PROVISIONS ..... 12
**ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK ..... 12**
**ARTICLE 9. PROGRESS SCHEDULES ..... 13**
**ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL ..... 13**
**ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY ..... 14**
**ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS ..... 18**
**ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE ..... 19**
**ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK ..... 21**
**ARTICLE 15. LIQUIDATED DAMAGES ..... 23**
**ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION ..... 23**
CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS ..... 24
**ARTICLE 17. SUBCONTRACTS ..... 24**
**ARTICLE 18. ASSIGNMENTS ..... 26**
CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE ..... 26
**ARTICLE 19. SECURITY DEPOSIT ..... 26**
**ARTICLE 20. PAYMENT GUARANTEE ..... 27**
**ARTICLE 21. RETAINED PERCENTAGE ..... 29**
**ARTICLE 22. INSURANCE ..... 30**
**ARTICLE 23. MONEY RETAINED AGAINST CLAIMS ..... 36**
**ARTICLE 24. MAINTENANCE AND GUARANTY ..... 37**
CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM ..... 38
**ARTICLE 25. CHANGES ..... 38**
**ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK ..... 38**
**ARTICLE 27. RESOLUTION OF DISPUTES ..... 41**
**ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS ..... 45**
**ARTICLE 29. OMITTED WORK ..... 46**
**ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS ..... 46**
CHAPTER VII: POWERS OF THE RESIDENT ENGINEER,THE ENGINEER OR ARCHITECT AND THE COMMISSIONER ..... 48
**ARTICLE 31. THE RESIDENT ENGINEER ..... 48**
**ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER ..... 48**
**ARTICLE 33. THE COMMISSIONER ..... 48**
**ARTICLE 34. NO ESTOPPEL ..... 49**
CHAPTER VIII: LABOR PROVISIONS ..... 49
**ARTICLE 35. EMPLOYEES ..... 49**
**ARTICLE 36. NO DISCRIMINATION ..... 57**
**ARTICLE 37. LABOR LAW REQUIREMENTS ..... 59**

**ARTICLE 38. PAYROLL REPORTS** ..... **64**
**ARTICLE 39. DUST HAZARDS** ..... **64**
CHAPTER IX: PARTIAL AND FINAL PAYMENTS ..... 65
**ARTICLE 40. CONTRACT PRICE** ..... **65**
**ARTICLE 41. BID BREAKDOWN ON LUMP SUM** ..... **65**
**ARTICLE 42. PARTIAL PAYMENTS** ..... **65**
**ARTICLE 43. PROMPT PAYMENT** ..... **66**
**ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT** ..... **66**
**ARTICLE 45. FINAL PAYMENT** ..... **67**
**ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT** ..... **68**
**ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION** ..... **69**
CHAPTER X: CONTRACTOR'S DEFAULT ..... 69
**ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT** ..... **69**
**ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT** ..... **71**
**ARTICLE 50. QUITTING THE SITE** ..... **71**
**ARTICLE 51. COMPLETION OF THE WORK** ..... **71**
**ARTICLE 52. PARTIAL DEFAULT** ..... **71**
**ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK** ..... **72**
**ARTICLE 54. OTHER REMEDIES** ..... **72**
CHAPTER XI: MISCELLANEOUS PROVISIONS ..... 72
**ARTICLE 55. CONTRACTOR'S WARRANTIES** ..... **72**
**ARTICLE 56. CLAIMS AND ACTIONS THEREON** ..... **73**
**ARTICLE 57. INFRINGEMENT** ..... **73**
**ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES** ..... **74**
**ARTICLE 59. SERVICE OF NOTICES** ..... **74**
**ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT** ..... **74**
**ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED** ..... **74**
**ARTICLE 62. TAX EXEMPTION** ..... **74**
**ARTICLE 63. INVESTIGATION(S) CLAUSE** ..... **76**
**ARTICLE 64. TERMINATION BY THE CITY** ..... **78**
**ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE** ..... **80**
**ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT** ..... **81**
**ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM** ..... **82**
**ARTICLE 68. ANTITRUST** ..... **82**
**ARTICLE 69. MACBRIDE PRINCIPLES PROVISIONS** ..... **83**
**ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB** ..... **85**
**ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS** ..... **85**
**ARTICLE 72. CONFLICTS OF INTEREST** ..... **85**
**ARTICLE 73. MERGER CLAUSE** ..... **85**
**ARTICLE 74. STATEMENT OF WORK** ..... **85**
**ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR** ..... **85**
**ARTICLE 76. ELECTRONIC FUNDS TRANSFER** ..... **85**
**ARTICLE 77. RECORDS RETENTION** ..... **86**
**ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS** ..... **86**

**ARTICLE 79: PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT ……87**

**SIGNATURES ……95**

**ACKNOWLEDGMENT BY CORPORATION ……96**
**ACKNOWLEDGMENT BY PARTNERSHIP……96**
**ACKNOWLEDGMENT BY INDIVIDUAL ……96**

**ACKNOWLEDGMENT BY COMMISSIONER ……97**

**AUTHORITY ……98**
**COMPTROLLER'S CERTIFICATE ……98**
**MAYOR'S CERTIFICATE ……99**
**PERFORMANCE BOND #1 ……100**
**PERFORMANCE BOND #2……104**
**PAYMENT BOND ……108**

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**WITNESSETH:**

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

## CHAPTER I: THE CONTRACT AND DEFINITIONS

### ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

### ARTICLE 2. DEFINITIONS

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

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

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

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

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **"City"** shall mean the City of New York.

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23**"Notice to Proceed" or "Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

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

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

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

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

## CHAPTER II: THE WORK AND ITS PERFORMANCE

### ARTICLE 3. CHARACTER OF THE WORK

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

### ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor**

of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

## ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

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

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

5.4.3 Best Available Technology

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

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

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

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

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

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for

reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6. INSPECTION

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

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be

considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

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

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

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

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

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

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

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

being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller,** the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

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

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

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

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

## CHAPTER III: TIME PROVISIONS

### ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

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

## ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

## ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11,within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

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

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contrac**t necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

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

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

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

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project**'s geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

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

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

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

11.7.1.6 Labor escalation costs based on actual costs;

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

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

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

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

(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;

(3) Multiply the result of item (2) by 7.25% for the total home office overhead;

(4) Multiply the result of item (3) by 7.25% for the total profit; and

(5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

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

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;

11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

## ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

**Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

## ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

## ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer**'s/**Resident Engineer**'s inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

## ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

## ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

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

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

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

## CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

**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, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

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

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

**Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissione**r 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.

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

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

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

26.2.6 Necessary fees charged by governmental entities; plus

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

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

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

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

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

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

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

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

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

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

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

## ARTICLE 27. RESOLUTION OF DISPUTES

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

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

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

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

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

27.4 Presentation of Disputes to **Commissioner**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

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

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

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

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

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

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

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

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

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

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

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

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

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

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

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

## ARTICLE 29. OMITTED WORK

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

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

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

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

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

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

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

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

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

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

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

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

### ARTICLE 31. THE RESIDENT ENGINEER

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

### ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

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

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

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

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

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

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

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

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

### ARTICLE 33. THE COMMISSIONER

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

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

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

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

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

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

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

## ARTICLE 34. NO ESTOPPEL

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

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

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

# CHAPTER VIII: LABOR PROVISIONS

## ARTICLE 35. EMPLOYEES

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

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

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

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

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

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

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

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

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

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

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

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

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

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

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

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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

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

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

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

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

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

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

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

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

i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

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

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

35.5.7 Enforcement and Penalties.

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

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

35.5.8 More Generous Polices and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

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

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

35.6.2 Job Posting Requirements.

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

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

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

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

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

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

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

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

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

## ARTICLE 36. NO DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

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

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

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

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

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

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

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

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

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

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

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

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

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

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

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

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

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

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

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

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

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

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

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

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

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

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

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

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

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

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

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

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

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

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

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

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

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

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

## ARTICLE 38. PAYROLL REPORTS

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

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

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

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

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

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

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

## ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

## CHAPTER IX: PARTIAL AND FINAL PAYMENTS

### ARTICLE 40. CONTRACT PRICE

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

### ARTICLE 41. BID BREAKDOWN ON LUMP SUM

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

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

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

### ARTICLE 42. PARTIAL PAYMENTS

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

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

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

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

## ARTICLE 43. PROMPT PAYMENT

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

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

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

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

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

> 43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

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

## ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

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

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

**Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

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

44.1.2 A **Final Approved Punch List**.

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

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

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

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

## ARTICLE 45. FINAL PAYMENT

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

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

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

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

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

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

## ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

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

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

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

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

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

## ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

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

# CHAPTER X: CONTRACTOR'S DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

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

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

## ARTICLE 50. QUITTING THE SITE

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

## ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

## ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

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

## ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

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

## ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

# CHAPTER XI: MISCELLANEOUS PROVISIONS

## ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

## ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

## ARTICLE 57. INFRINGEMENT

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

## ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

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

## ARTICLE 59. SERVICE OF NOTICES

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

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

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

## ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

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

## ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

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

## ARTICLE 62. TAX EXEMPTION

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

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

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work,** labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

**Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

## ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

## ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

**Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

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

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

## ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

## ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

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

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

## ARTICLE 68. ANTITRUST

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

## ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

## ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

## ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

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

## ARTICLE 72. CONFLICTS OF INTEREST

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

## ARTICLE 73. MERGER CLAUSE

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

## ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

## ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

## ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

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

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

## ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

## ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

## ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

## NOTICE TO ALL PROSPECTIVE CONTRACTORS

### ARTICLE I. M/WBE PROGRAM

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

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

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

### PART A

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

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

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

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

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

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

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

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

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

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

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

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

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

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

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

## PART B: MISCELLANEOUS

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

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

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

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

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

## ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 776E30E7-C972-4EF2-BA86-FECBBA890C10

# CONTRACT SIGNATURE PAGE

This Contract is entered by and between the City of New York ("City"), acting by and through the **DEPARTMENT OF DESIGN AND CONSTRUCTION**, and **TRIUMPH CONSTRUCTION CORP** ("Contractor").

This Contract consists of this contract signature page as well as the following documents ("Contract Documents") which are located in the Documents tab of the PASSPort record titled **85022B0057-HWCSCHPBX**.

1. **(Question answer) - Qualification Form.pdf - May 17 2022 7:24PM**
2. **BID BOND - Jun 1 2022 6:40PM**
3. **Brokers Certification - Jun 1 2022 4:08PM**
4. **Disability Insurance - Jun 1 2022 4:07PM**
5. **HWCSCHPBX - Addendum 2 - May 17 2022 7:24PM**
6. **HWCSCHPBX Drawings - May 17 2022 7:24PM**
7. **HWCSCHPBX Addendum 1 - May 17 2022 7:24PM**
8. **HWCSCHPBX Addendum 3 - May 17 2022 7:24PM**
9. **HWCSCHPBX Addendum 4 - May 17 2022 7:24PM**
10. **HWCSCHPBX Budget detail - May 23 2022 1:40PM**
11. **HWCSCHPBX VOL 2 OF 3 - May 17 2022 7:24PM**
12. **HWCSCHPBX VOL 3 OF 3 [Addendum 2] - May 17 2022 7:24PM**
13. **Insurance Certificate - Jun 1 2022 4:08PM**
14. **NOTICE TO BIDDERS - COVID19 - May 17 2022 7:24PM**
15. **Proposal/Bid - Jun 1 2022 5:52PM**
16. **Rail Road Liability Insurance - Jun 1 2022 5:41PM**
17. **Schedule B HWCSCHPBX - May 23 2022 1:41PM**
18. **Security Bond - Jun 1 2022 4:10PM**
19. **V1 Infra Bid Booklet PASSPort - May 17 2022 7:24PM**
20. **Workers Compensation - Jun 1 2022 4:09PM**

The above order does not represent an order of precedence. The Contract shall be governed by the order of precedence, if any, in the Contract Documents or by ordinary contract principles if no such order of precedence exists.

Each party is signing this Contract electronically on the date stated in that party's electronic signature.

The City of New York
By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

DocuSigned by:
ERIC MACFARLANE
1A87ABA0188B41C...
*(Signature)*

Name: ERIC MACFARLANE

Title: Deputy Commissioner

Date: 6/9/2022 | 09:07:55 PDT

Contractor
By: **TRIUMPH CONSTRUCTION CORP**

DocuSign Envelope ID: 776E30E7-C972-4EF2-BA86-FECBBA890C10

DocuSigned by:
Dominick Cuzzi
D7B76EA831EE43E...

*(Signature)*

Name: Dominick Cuzzi

Title: COO

Date: 6/7/2022 | 06:43:57 PDT

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:_____
Commissioner

CONTRACTOR:

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 _____ 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

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 _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ 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

A U T H O R I T Y

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

_____

_____

Dollars ($ _____)

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.

_____
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

**<u>Performance Bond #1 (Pages 100 to 103)</u>: 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**

**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

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.

**<u>Performance Bond #1 (Pages 100 to 103)</u>: 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.**



**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)

_____(L.S.)
Principal

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 104 to 107): Use if the total contract price is more than $5 Million.**



**PERFORMANCE BOND #2** Bond No. 015216054

**KNOW ALL PERSONS BY THESE PRESENTS:,**

That we, Triumph Construction Corp.

1354 Seneca Avenue

Bronx, NY 10474

hereinafter referred to as the "Principal,"

and, Liberty Mutual Insurance Company

1200 MacArthur Blvd., 3rd Floor

Mahwah, NJ 07430

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

of Eight Million Six Hundred Sixty Seven Thousand Eight Hundred Sixteen and 45/100 Dollars

($ 8,667,816.45 ) 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

Project ID: HWCSCHPBX Reconstruction of Safe Routes to Schools: PS 159/51 - E. 185th St. and Bathgate Ave./E. 187th St. and Washington Ave.; St. Lukes - E. 138th St. and Cypress Ave./E. 137th St. and St. Ann's Ave./E. 138th St. and St. Ann's Ave.; PS 73 - E. 164th St. and Gerard Ave.; PS 340 - E. 196th St. and Jerome Ave. - Including Curb and Sidewalk Reconstruction, Pavement Marking, Sewer, Water Main, Street Lighting, and Traffic Signal Work Together With All Work Incidental Thereto Borough of The Bronx, City of New York

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.**



good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

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

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.**



**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

16th day of May 20 22 .

(Seal)

Triumph Construction Corp. (L.S.)
Principal

By: _____ .

(Seal)

Liberty Mutual Insurance Company
Surety

By: _____ .
Sandra A. Pace, Attorney-in-Fact .

(Seal)

Surety

By: _____ .
N/A .

(Seal)

Surety

By: _____ .
N/A .

(Seal)

Surety

By: _____ .
N/A .

(Seal)

Surety

By: _____ .

Bond Premium Rate $17.00/$10.00/$7.50/$7.00/$6.50 .

Bond Premium Cost $87,251 .

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

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

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

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.**



## ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of NEW YORK County of BRONX ss:

On this 10th day of MAY, 20 22 before me personally came CARLO CUZZI,
to me known, who, being by me duly sworn did depose and say that he resides
at NEW ROCHELLE, NEW YORK; 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.

Denise Chavier
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6174232
Qualified in Bronx County
Commission Expires March 14, 2024

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.

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Union**

On this 16th day of May, 2022, Before me personally came **Sandra A. Pace** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

Susan A Lojo
NOTARY PUBLIC
State of New Jersey
My Commission Expires
November 7, 2022

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

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

Certificate No: **8206800-969516**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

**FINANCIAL STATEMENT — DECEMBER 31, 2021**

| **Assets** | |
|---|---|
| Cash and Bank Deposits | $2,234,770,744 |
| *Bonds — U.S Government | 4,250,615,811 |
| *Other Bonds | 16,983,165,862 |
| *Stocks | 20,075,458,019 |
| Real Estate | 182,250,567 |
| Agents' Balances or Uncollected Premiums | 7,607,687,836 |
| Accrued Interest and Rents | 120,173,987 |
| Other Admitted Assets | 14,076,622,575 |
| **Total Admitted Assets** | **$65,530,745,401** |

| **Liabilities** | | |
|---|---|---|
| Unearned Premiums | | $9,106,965,847 |
| Reserve for Claims and Claims Expense | | 25,279,158,493 |
| Funds Held Under Reinsurance Treaties | | 315,537,902 |
| Reserve for Dividends to Policyholders | | 1,726,291 |
| Additional Statutory Reserve | | 139,634,000 |
| Reserve for Commissions, Taxes and Other Liabilities | | 8,638,106,801 |
| **Total** | | **$43,481,129,334** |
| Special Surplus Funds | $178,192,363 | |
| Capital Stock | 10,000,075 | |
| Paid in Surplus | 11,804,736,755 | |
| Unassigned Surplus | 10,056,686,874 | |
| **Surplus to Policyholders** | | **22,049,616,067** |
| **Total Liabilities and Surplus** | | **$65,530,745,401** |

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

## State of New York

# DEPARTMENT OF FINANCIAL SERVICES

**WHEREAS IT APPEARS THAT**

**Liberty Mutual Insurance Company**

**Home Office Address** Boston, Massachusetts

**Organized under the Laws of** Massachusetts

**has complied with the necessary requirements of or pursuant to law, it is hereby**

**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and motor vehicle lessee/debtor gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(B) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2022.

**In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 1st day of July, 2021**

Linda A. Lacewell
Superintendent

By Colleen M. Draper

Colleen M. Draper
Special Deputy Superintendent

Original on Watermarked Paper

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $19,019,875,128. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 1st day of April, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**



PAYMENT BOND Bond No. 015216054

KNOW ALL PERSONS BY THESE PRESENTS, That we, Triumph Construction Corp.
1354 Seneca Avenue
Bronx, NY 10474

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Blvd., 3rd Floor
Mahwah, NJ 07430

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

Eight Million Six Hundred Sixty Seven Thousand Eight Hundred Sixteen and 45/100 Dollars

($ 8,667,816.45 ) 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

Project ID: HWCSCHPBX Reconstruction of Safe Routes to Schools: PS 159/51 - E. 185th St. and Bathgate Ave./E. 187th St. and Washington Ave.; St. Lukes - E. 138th St. and Cypress Ave./E. 137th St. and St. Ann's Ave./E. 138th St. and St. Ann's Ave.;

PS 73 - E. 164th St. and Gerard Ave.; PS 340 - E. 196th St. and Jerome Ave. - Including Curb and Sidewalk Reconstruction, Pavement Marking, Sewer, Water Main, Street Lighting, and Traffic Signal Work Together With All Work Incidental Thereto Borough of The Bronx,

City of New York

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 108 to 111): Use for any contract for which a Payment Bond is required.**



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

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

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

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

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

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

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**



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 16th day of May, 2022.

(Seal) Triumph Construction Corp. (L.S.)
Principal
By: _____

(Seal) Liberty Mutual Insurance Company
Surety
By: _____
Sandra A. Pace, Attorney-in-Fact

(Seal) N/A
Surety
By: _____

(Seal) N/A
Surety
By: _____

(Seal) N/A
Surety
By: _____

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

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

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

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**



**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of NEW YORK County of BRONX ss:

On this _____ day of MAY, 2022, before me personally came CARLO CUZZI to me known, who, being by me duly sworn did depose and say that he resides at NEW ROCHELLE, 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.

Denise Chavier
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6174232
Qualified in Bronx County
Commission Expires March 14, 2024

Denise Chavier
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.

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Union**

On this 16th day of May, 2022, Before me personally came **Sandra A. Pace** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

Susan A Lojo
NOTARY PUBLIC
State of New Jersey
My Commission Expires
November 7, 2022

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

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

Certificate No: 8206800-969516

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

**FINANCIAL STATEMENT — DECEMBER 31, 2021**

| **Assets** | |
|---|---|
| Cash and Bank Deposits | $2,234,770,744 |
| *Bonds — U.S Government | 4,250,615,811 |
| *Other Bonds | 16,983,165,862 |
| *Stocks | 20,075,458,019 |
| Real Estate | 182,250,567 |
| Agents' Balances or Uncollected Premiums | 7,607,687,836 |
| Accrued Interest and Rents | 120,173,987 |
| Other Admitted Assets | 14,076,622,575 |
| **Total Admitted Assets** | **$65,530,745,401** |

| **Liabilities** | | |
|---|---|---|
| Unearned Premiums | | $9,106,965,847 |
| Reserve for Claims and Claims Expense | | 25,279,158,493 |
| Funds Held Under Reinsurance Treaties | | 315,537,902 |
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| Reserve for Commissions, Taxes and Other Liabilities | | 8,638,106,801 |
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| Capital Stock | 10,000,075 | |
| Paid in Surplus | 11,804,736,755 | |
| Unassigned Surplus | 10,056,686,874 | |
| **Surplus to Policyholders** | | **22,049,616,067** |
| **Total Liabilities and Surplus** | | **$65,530,745,401** |

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

# State of New York

## DEPARTMENT OF FINANCIAL SERVICES

**WHEREAS IT APPEARS THAT**

**Liberty Mutual Insurance Company**

**Home Office Address** Boston, Massachusetts

**Organized under the Laws of** Massachusetts

**has complied with the necessary requirements of or pursuant to law, it is hereby**

**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and motor vehicle lessee/debtor gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(B) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2022.

NEW YORK STATE * DEPARTMENT OF FINANCIAL SERVICES * EXCELSIOR E PLURIBUS UNUM

**In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 1st day of July, 2021**

Linda A. Lacewell
Superintendent

By Colleen M. Draper

Colleen M. Draper
Special Deputy Superintendent

Original on Watermarked Paper

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $19,019,875,128. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 1st day of April, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

(NO TEXT ON THIS PAGE)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2022

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Brown & Brown of New York, Inc.<br>1133 Westchester Avenue<br>Suite N-136<br>White Plains NY 10604 | PHONE (A/C, No, Ext): (914) 337-1833 | FAX (A/C, No): |
| | E-MAIL ADDRESS: triumphcertificates@bbinsny.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Accredited Surety and Casualty Company, Inc. | 26379 |
| INSURER B : | Liberty Mutual Fire Insurance Company | 23035 |
| INSURER C : | The First Liberty Insurance Corporation | 33588 |
| INSURER D : | James River Insurance Company | 12203 |
| INSURER E : | Endurance American Specialty Insurance Company | 41718 |
| INSURER F : | Navigators Insurance Company | 42307 |

INSURED
Triumph Construction Corp
1354 Seneca Ave
Bronx NY 10474

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Contractual Liability<br>[X] X, C, U Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[X] OTHER: $100,000 | Y | | 1-TPM-NY-17-01264115 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 2,000,000<br>$ 300,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | AS2-611-C0B44C-021 | 08/01/2021 | 08/01/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 2,000,000<br>$<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | | 1-TPM-NY-17-01264116 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 3,000,000<br>$ 3,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC6-611-C0B44C-011 | 08/01/2021 | 01/01/2023 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Excess Liability - 2nd Layer | Y | | 1-TPM-NY-17-01264117 | 01/01/2022 | 01/01/2023 | Each Occurrence<br>Aggregate | $5,000,000<br>$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project ID: HWCSCHPBX - Reconstruction of Safe Routes to Schools
Project Location: Various Locations in the Bronx
Full Certificate Holder: Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York 10004

City of New York, including its officials and employees, The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated

**CERTIFICATE HOLDER**

Director, Risk Mgmt, MTA Risk&Ins Mgmt Standards
Enforcement & Claims Unit
2 Broadway, 21st Floor
New York NY 10004

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00170275

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| Brown & Brown of New York, Inc. | Triumph Construction Corp |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

companies are included as Additional Insureds with respect to ongoing and completed operations if required by written contract.



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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Brown & Brown of New York, Inc. | Triumph Construction Corp |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverages:

Excess Liability 3rd Layer
Insurer D: James River Insurance Company
NAIC #: 12203
Policy #: 00105810-0
Policy Term: 01/01/2022 – 01/01/2023
Occurrence/Aggregate Limit: $2,000,000

Excess Liability 4th Layer
Insurer E: Endurance American Specialty Insurance Company
NAIC #: 41718
Policy #: EXN30001879801
Policy Term: 01/01/2022 – 01/01/2023
Occurrence/Aggregate Limit: $3,000,000

Excess Auto Liability 5th Layer
Insurer F: Navigators Insurance Company
NAIC #: 42307
Policy #: MR22EXCZ09ZQ9IV
Policy Term: 01/01/2022 - 01/01/2023
Occurrence/Aggregate Limit: $4,000,000

Excess Auto Liability 6th Layer
Insurer G: RSUI Indemnity Company
NAIC #: 22314
Policy #: NHA096473
Policy Term: 01/01/2022 - 01/01/2023
Occurrence/Aggregate Limit: $3,000,000

Contractor's Pollution Liability and Errors & Omissions Package
Insurer: Illinois Union Insurance Company
NAIC: 27960
Policy #: CPY G72535200 001
Policy Term: 08/01/2021 - 08/01/2023
Per Pollution Condition/Aggregate: $10,000,000
Errors & Omissions Per Wrongful Act: $10,000,000


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NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>Triumph Construction Corp.<br>1354 Seneca Avenue<br>Bronx, NY 10474<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>(718) 861-6060<br><br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br>05-20171<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>13-4050635 |
| 2. Name and Address of Entity Requesting Proof of Coverage<br>(Entity Being Listed as the Certificate Holder)<br>Director, Risk Management<br>MTA Risk and Insurance Management<br>Standards Enforcement and Claims Unit<br>2 Broadway, 21st Floor<br>New York, NY 10004 | 3a. Name of Insurance Carrier<br>The First Liberty Insurance Corporation<br><br>3b. Policy Number of Entity Listed in Box "1a"<br>WC6-611-C0B44C-011<br><br>3c. Policy effective period<br>08/01/2021 to 01/01/2023<br><br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ all excluded or certain partners/officers excluded. |

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

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

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

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

Approved by: John Moccia
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 5/31/2022
(Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 914-337-1833

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

# Workers' Compensation Law

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only)
TRIUMPH CONSTRUCTION CORP
1354 SENECA AVENUE
BRONX, NY 10474

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
7182155653

1c. Federal Employer Identification Number of Insured or Social Security Number
13-4050635

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Director, Risk Management, MTA Risk and Insurance Management
Standards, Enforcement and Claims Unit
2 Broadway, 21st Floor
New York, NY 10004

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
R23618-000

3c. Policy effective period
1/1/2020 to 1/1/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/31/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

**State of New York**
**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***



DB-120.1 (10-17)

# Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/20/2021

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

| | |
|---|---|
| AGENCY<br>Brown & Brown of New York, Inc.<br>1133 Westchester Avenue<br>Suite N-136 triumphcertificates@bbinsny.com<br>White Plains NY 10604<br>PHONE (A/C, No, Ext): (914)337-1833<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>CODE: SUB CODE:<br>AGENCY CUSTOMER ID #: 00170275 | COMPANY<br>The Hanover Insurance Company<br>PO Box 890678<br>Charlotte NC 28289-0678 |
| INSURED<br>Triumph Construction Corp<br>1354 Seneca Ave<br>Bronx NY 10474 | LOAN NUMBER<br>POLICY NUMBER: RHSH315729-01<br>EFFECTIVE DATE: 8/1/2021<br>EXPIRATION DATE: 8/1/2022<br>☐ CONTINUED UNTIL TERMINATED IF CHECKED<br>THIS REPLACES PRIOR EVIDENCE DATED: |

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project ID: HWCSCHPBX - Reconstruction of Safe Routes to Schools
Project Location: Various Locations in the Bronx

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

## COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|---|---|
| Field Office Contents at Various Locations<br>Replacement Cost, Special Form | $40,000 | $1,000 |

## REMARKS (Including Special Conditions)

## CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

## ADDITIONAL INTEREST

| | |
|---|---|
| NAME AND ADDRESS<br>Director, Risk Management, MTA Risk and Insurance Management Standards Enforcement and Claims Unit<br>2 Broadway, 21st Floor<br>New York, NY 10004 | ☐ MORTGAGEE ☐ ADDITIONAL INSURED<br>☐ LOSS PAYEE<br>LOAN #<br>AUTHORIZED REPRESENTATIVE<br>John Moccia/CRVAZZ |


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| As Required by Written Contract executed prior to any claim or "suit." | As Required by Written Contract executed prior to any claim or "suit." |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As Required by Written Contract executed prior to any claim or "suit." | As Required by Written Contract executed prior to any claim or "suit." |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**CITY OF NEW YORK**

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Brown & Brown of New York, Inc.
[Name of broker or agent (typewritten)]

1133 Westchester Avenue, Suite N-136 White Plains, NY 10604
[Address of broker or agent (typewritten)]

Cristina.Vazzano@BBrown.com
[Email address of broker or agent (typewritten)]

Phone: 914-337-1833 Fax: 914-337-1596
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

Cristina Vazzano, Account Manager
[Name and title of authorized official, broker, or agent (typewritten)]

State of ...New York.....)
) ss.:
County of ...Westchester.....)

Sworn to before me this 31st day of May 2022

Eileen Maloney
NOTARY PUBLIC FOR THE STATE OF New York

EILEEN MALONEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6174339
Qualified in Westchester County
My Commission Expires 09-17-2023

# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 05/26/2022

| AGENCY | CARRIER | NAIC CODE |
|---|---|---|
| Brown & Brown of New York, Inc.<br>1133 Westchester Avenue<br>Suite N-136<br>White Plains NY 10604 | The Travelers Indemnity Company | 25658 |
| | COMPANY POLICY OR PROGRAM NAME | PROGRAM CODE |
| | POLICY NUMBER: SPS-5R690178-IND | |
| CONTACT NAME: Nicholas Gagliardi CRIS<br>PHONE (A/C, No, Ext): (914) 337-1833<br>FAX (A/C, No):<br>E-MAIL ADDRESS: Nicholas.Gagliardi@bbrown.com | UNDERWRITER | UNDERWRITER OFFICE |
| CODE: SUBCODE:<br>AGENCY CUSTOMER ID: 00170275 | STATUS OF TRANSACTION: [ ] QUOTE [X] ISSUE POLICY [ ] RENEW; [ ] BOUND (Give Date and/or Attach Copy); [ ] CHANGE; [ ] CANCEL DATE: 05/20/2022 TIME: 12:01 [X] AM [ ] PM | |

### LINES OF BUSINESS

| INDICATE LINES OF BUSINESS | PREMIUM | | PREMIUM | | PREMIUM |
|---|---|---|---|---|---|
| [ ] BOILER & MACHINERY | $ | [ ] CYBER AND PRIVACY | $ | [ ] YACHT | $ |
| [ ] BUSINESS AUTO | $ | [ ] FIDUCIARY LIABILITY | $ | [X] Railroad Protective Liability | $ |
| [ ] BUSINESS OWNERS | $ | [ ] GARAGE AND DEALERS | $ | | $ |
| [ ] COMMERCIAL GENERAL LIABILITY | $ | [ ] LIQUOR LIABILITY | $ | | $ |
| [ ] COMMERCIAL INLAND MARINE | $ | [ ] MOTOR CARRIER | $ | | $ |
| [ ] COMMERCIAL PROPERTY | $ | [ ] TRUCKERS | $ | | $ |
| [ ] CRIME | $ | [ ] UMBRELLA | $ | | $ |

### ATTACHMENTS

| | | |
|---|---|---|
| [ ] ACCOUNTS RECEIVABLE / VALUABLE PAPERS | [ ] GLASS AND SIGN SECTION | [ ] STATEMENT / SCHEDULE OF VALUES |
| [ ] ADDITIONAL INTEREST SCHEDULE | [ ] HOTEL / MOTEL SUPPLEMENT | [ ] STATE SUPPLEMENT (If applicable) |
| [ ] ADDITIONAL PREMISES INFORMATION SCHEDULE | [ ] INSTALLATION / BUILDERS RISK SECTION | [ ] VACANT BUILDING SUPPLEMENT |
| [ ] APARTMENT BUILDING SUPPLEMENT | [ ] INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT | [ ] VEHICLE SCHEDULE |
| [ ] CONDO ASSN BYLAWS (for D&O Coverage only) | [ ] INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT | |
| [ ] CONTRACTORS SUPPLEMENT | [ ] LOSS SUMMARY | |
| [ ] COVERAGES SCHEDULE | [ ] OPEN CARGO SECTION | |
| [ ] DEALERS SECTION | [ ] PREMIUM PAYMENT SUPPLEMENT | |
| [ ] DRIVER INFORMATION SCHEDULE | [ ] PROFESSIONAL LIABILITY SUPPLEMENT | |
| [ ] ELECTRONIC DATA PROCESSING SECTION | [ ] RESTAURANT / TAVERN SUPPLEMENT | |

### POLICY INFORMATION

| PROPOSED EFF DATE | PROPOSED EXP DATE | BILLING PLAN | PAYMENT PLAN | METHOD OF PAYMENT | AUDIT | DEPOSIT | MINIMUM PREMIUM | POLICY PREMIUM |
|---|---|---|---|---|---|---|---|---|
| 05/20/2022 | 05/20/2024 | [ ] DIRECT [X] AGENCY | | | | $ | $ | $ |

### APPLICANT INFORMATION

| NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) | GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|---|
| The New York City Transit Authority ("NYCTA")<br>1354 Seneca Ave<br>Bronx NY 10474 | | 1623 | 237110 | 134050635 |
| | BUSINESS PHONE #: (718)861-6060 | | | |
| | WEBSITE ADDRESS | | | |

[ ] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST

| NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) | GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|---|
| See Remarks Schedule | | | | |
| | BUSINESS PHONE #: | | | |
| | WEBSITE ADDRESS | | | |

[ ] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST

| NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) | GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|---|
| | | | | |
| | BUSINESS PHONE #: | | | |
| | WEBSITE ADDRESS | | | |

[ ] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST


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## CONTACT INFORMATION

AGENCY CUSTOMER ID: 00170275

| | |
|---|---|
| CONTACT TYPE: Claims Info | CONTACT TYPE: Contact |
| CONTACT NAME: Bonnie Porzio | CONTACT NAME: Denise Chavier |
| PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL: (718) 215-5653 | PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL: (718) 861-6060 |
| SECONDARY PHONE # ☐ HOME ☐ BUS ☒ CELL: (516) 316-3055 | SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL: |
| PRIMARY E-MAIL ADDRESS: bporzio@triumphconstructionny.com | PRIMARY E-MAIL ADDRESS: dchavier@triumphconstructionny.com |
| SECONDARY E-MAIL ADDRESS: | SECONDARY E-MAIL ADDRESS: |

## PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOC # 1 | STREET: Various Locations in the Bronx | | CITY LIMITS ☐ INSIDE ☐ OUTSIDE | INTEREST ☐ OWNER ☐ TENANT | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
| BLD # | CITY: Bronx | STATE: NY | | | # PART TIME EMPL | OCCUPIED AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | OPEN TO PUBLIC AREA: | SQ FT |
| | | | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |
| LOC # | STREET | | CITY LIMITS ☐ INSIDE ☐ OUTSIDE | INTEREST ☐ OWNER ☐ TENANT | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
| BLD # | CITY: | STATE: | | | # PART TIME EMPL | OCCUPIED AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | OPEN TO PUBLIC AREA: | SQ FT |
| | | | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |
| LOC # | STREET | | CITY LIMITS ☐ INSIDE ☐ OUTSIDE | INTEREST ☐ OWNER ☐ TENANT | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
| BLD # | CITY: | STATE: | | | # PART TIME EMPL | OCCUPIED AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | OPEN TO PUBLIC AREA: | SQ FT |
| | | | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |
| LOC # | STREET | | CITY LIMITS ☐ INSIDE ☐ OUTSIDE | INTEREST ☐ OWNER ☐ TENANT | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
| BLD # | CITY: | STATE: | | | # PART TIME EMPL | OCCUPIED AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | OPEN TO PUBLIC AREA: | SQ FT |
| | | | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |

## NATURE OF BUSINESS

| | | | | | | | | | | | | | | DATE BUSINESS STARTED (MM/DD/YYYY) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ☐ | APARTMENTS | ☐ | CONTRACTOR | ☐ | MANUFACTURING | ☐ | RESTAURANT | ☐ | SERVICE | ☒ | Construction | | | 01/01/2008 |
| ☐ | CONDOMINIUMS | ☐ | INSTITUTIONAL | ☐ | OFFICE | ☐ | RETAIL | ☐ | WHOLESALE | | | | | |

DESCRIPTION OF PRIMARY OPERATIONS

Reconstruction of safe routes- construct curb, sidewalk, sewer, water main, and traffic lighting.

| RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES: | INSTALLATION, SERVICE OR REPAIR WORK % | OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK % |
|---|---|---|

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

## ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

| INTEREST | NAME AND ADDRESS RANK: ___ EVIDENCE: ☐ CERTIFICATE ☐ POLICY ☐ SEND BILL | INTEREST IN ITEM NUMBER | |
|---|---|---|---|
| ☐ ADDITIONAL INSURED ☐ LIENHOLDER | | LOCATION: | BUILDING: |
| ☐ BREACH OF WARRANTY ☐ LOSS PAYEE | | VEHICLE: | BOAT: |
| ☐ CO-OWNER ☐ MORTGAGEE | | AIRPORT: | AIRCRAFT: |
| ☐ EMPLOYEE AS LESSOR ☐ OWNER | | ITEM CLASS: | ITEM: |
| ☐ LEASEBACK OWNER ☐ REGISTRANT | | ITEM DESCRIPTION | |
| ☐ LENDER'S LOSS PAYABLE ☐ TRUSTEE | REFERENCE / LOAN #: / INTEREST END DATE: | | |
| | LIEN AMOUNT: / PHONE (A/C, No, Ext): / FAX (A/C, No): | | |
| REASON FOR INTEREST: | E-MAIL ADDRESS: | | |

## GENERAL INFORMATION

**AGENCY CUSTOMER ID:** 00170275

| EXPLAIN ALL "YES" RESPONSES | Y / N |
|---|---|
| 1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ? | N |

| PARENT COMPANY NAME | RELATIONSHIP DESCRIPTION | % OWNED |
|---|---|---|
| | | |

| 1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES? | N |
|---|---|

| SUBSIDIARY COMPANY NAME | RELATIONSHIP DESCRIPTION | % OWNED |
|---|---|---|
| | | |

| 2. IS A FORMAL SAFETY PROGRAM IN OPERATION? | Y |
|---|---|
| [X] SAFETY MANUAL [X] SAFETY POSITION [X] MONTHLY MEETINGS [X] OSHA [ ] | |
| 3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS? | N |
| 4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers) | Y |

| LINE OF BUSINESS | POLICY NUMBER | LINE OF BUSINESS | POLICY NUMBER |
|---|---|---|---|
| | | | |
| | | | |

| 5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? **(Missouri Applicants - Do not answer this question)** | N |
|---|---|
| [ ] NON-PAYMENT [ ] AGENT NO LONGER REPRESENTS CARRIER [ ]<br>[ ] NON-RENEWAL [ ] UNDERWRITING [ ] CONDITION CORRECTED (Describe): | |
| 6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING? | N |
| 7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?<br>(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment). | N |
| 8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS? | N |

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

| 9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS? | N |
|---|---|

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

| 10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS? | N |
|---|---|

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

| 11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST: | Y |
|---|---|
| 12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?<br>(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure) | N |
| 13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED? | N |
| 14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use) | N |
| 15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use) | N |

**REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

## PRIOR CARRIER INFORMATION

| YEAR | CATEGORY | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|---|---|---|---|---|---|
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |

**PRIOR CARRIER INFORMATION (continued)**

**AGENCY CUSTOMER ID:** 00170275

| YEAR | CATEGORY | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|---|---|---|---|---|---|
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |

**LOSS HISTORY** ☐ **Check if none** **(Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS

TOTAL LOSSES: $

| DATE OF OCCURRENCE | LINE | TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM | DATE OF CLAIM | AMOUNT PAID | AMOUNT RESERVED | SUBRO-GATION Y / N | CLAIM OPEN Y / N |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**SIGNATURE**

☐ Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.
(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) **(Applicant's Initials):** _____

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) | STATE PRODUCER LICENSE NO (Required in Florida) |
|---|---|---|
| | John Moccia/CRVAZZ | |
| **APPLICANT'S SIGNATURE** | **DATE** | **NATIONAL PRODUCER NUMBER** |
| | | |

AGENCY CUSTOMER ID: 00170275

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | | NAMED INSURED |
|---|---|---|
| Brown & Brown of New York, Inc. | | The New York City Transit Authority ("NYCTA") |
| POLICY NUMBER | | |
| SPS-5R690178-IND | | |
| CARRIER | NAIC CODE | |
| The Travelers Indemnity Company | 25658 | EFFECTIVE DATE: 05/20/2022 |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 125 **FORM TITLE:** Commercial Application

Complete List of Named Insured:
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.

Designated Contractor: Triumph Construction Corp.


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AGENCY CUSTOMER ID: 00170275

# COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY): 05/26/2022

| AGENCY | CARRIER | NAIC CODE |
|---|---|---|
| Brown & Brown of New York, Inc. | The Travelers Indemnity Company | 25658 |

| POLICY NUMBER | EFFECTIVE DATE | APPLICANT / FIRST NAMED INSURED |
|---|---|---|
| SPS-5R690178-IND | 05/20/2022 | The New York City Transit Authority ("NYCTA") |

**IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy. Read all provisions of the policy carefully.**

## COVERAGES

- [ ] COMMERCIAL GENERAL LIABILITY
  - [ ] CLAIMS MADE [X] OCCURRENCE
- [ ] OWNER'S & CONTRACTOR'S PROTECTIVE
- [X] Railroad Protective

DEDUCTIBLES

- [ ] PROPERTY DAMAGE $
- [ ] BODILY INJURY $ [ ] PER CLAIM [ ] PER OCCURRENCE
- [ ] $

## LIMITS

| | | PREMIUMS |
|---|---|---|
| GENERAL AGGREGATE | $ 6,000,000 | PREMISES/OPERATIONS |
| LIMIT APPLIES PER: [X] POLICY [ ] LOCATION [ ] PROJECT [ ] OTHER: | | |
| PRODUCTS & COMPLETED OPERATIONS AGGREGATE | $ | PRODUCTS |
| PERSONAL & ADVERTISING INJURY | $ | |
| EACH OCCURRENCE | $ 2,000,000 | OTHER |
| DAMAGE TO RENTED PREMISES (each occurrence) | $ | |
| MEDICAL EXPENSE (Any one person) | $ | TOTAL |
| EMPLOYEE BENEFITS | $ | |
| | $ | |

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

Type of Work: Reconstruction of safe routes- construct curb, sidewalk, sewer, water main, and traffic lighting
Location/Address: Various Locations in Bronx

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE [ ] IS [ ] IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE [ ] IS [ ] IS NOT AVAILABLE.

## SCHEDULE OF HAZARDS (ACORD 211, Schedule of Hazards, may be attached if more space is required)

| LOC # | HAZ # | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE | | PREMIUM | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | PREM / OPS | PRODUCTS | PREM / OPS | PRODUCTS |
| 1 | | | S | 8,667,817 | | | | | |

CLASSIFICATION DESCRIPTION: Estimated Total Cost of Contract

| LOC # | HAZ # | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE | | PREMIUM | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | PREM / OPS | PRODUCTS | PREM / OPS | PRODUCTS |
| 1 | | | S | 1,500,000 | | | | | |

CLASSIFICATION DESCRIPTION: Estimated Cost of Contract (Within 50 Feet of RR)

| LOC # | HAZ # | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE | | PREMIUM | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | PREM / OPS | PRODUCTS | PREM / OPS | PRODUCTS |
| | | | | | | | | | |

CLASSIFICATION DESCRIPTION

RATING AND PREMIUM BASIS
(S) GROSS SALES - PER $1,000/SALES (P) PAYROLL - PER $1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER $1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

## CLAIMS MADE (Explain all "Yes" responses)

| EXPLAIN ALL "YES" RESPONSES | Y / N |
|---|---|
| 1. PROPOSED RETROACTIVE DATE: | |
| 2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE: | |
| 3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? | N |
| 4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY? | N |

## EMPLOYEE BENEFITS LIABILITY

| | |
|---|---|
| 1. DEDUCTIBLE PER CLAIM: $ | 3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS: |
| 2. NUMBER OF EMPLOYEES: | 4. RETROACTIVE DATE: |


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## CONTRACTORS

AGENCY CUSTOMER ID: 00170275

| EXPLAIN ALL "YES" RESPONSES (For all past or present operations) | Y / N |
|---|---|
| 1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS? | N |
| 2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL? | N |
| 3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING? | Y |
| 4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS? | |
| 5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE? | N |
| 6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS? | N |

| DESCRIBE THE TYPE OF WORK SUBCONTRACTED | $ PAID TO SUB-CONTRACTORS: | % OF WORK SUBCONTRACTED: | # FULL-TIME STAFF: | # PART-TIME STAFF: |
|---|---|---|---|---|
| | | | | |

## PRODUCTS / COMPLETED OPERATIONS

| PRODUCTS | ANNUAL GROSS SALES | # OF UNITS | TIME IN MARKET | EXPECTED LIFE | INTENDED USE | PRINCIPAL COMPONENTS |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

| EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC. | Y / N |
|---|---|
| 1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS? | Y |
| 2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815) | N |
| 3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED? | N |
| 4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS? | Y |
| 5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY? | N |
| 6. PRODUCTS RECALLED, DISCONTINUED, CHANGED? | N |
| 7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL? | N |
| 8. PRODUCTS UNDER LABEL OF OTHERS? | N |
| 9. VENDORS COVERAGE REQUIRED? | N |
| 10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS? | Y |

AGENCY CUSTOMER ID: 00170275

## ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

☐ ACORD 45 attached for additional names

| INTEREST | NAME AND ADDRESS | RANK: | EVIDENCE: | | CERTIFICATE | INTEREST IN ITEM NUMBER |
|---|---|---|---|---|---|---|
| ☐ ADDITIONAL INSURED | | | | | | LOCATION: / BUILDING: |
| ☐ EMPLOYEE AS LESSOR | | | | | | ITEM CLASS: / ITEM: |
| ☐ LENDER'S LOSS PAYABLE | | | | | | ITEM DESCRIPTION |
| ☐ LIENHOLDER | | | | | | |
| ☐ LOSS PAYEE | | | | | | |
| ☐ MORTGAGEE | | | | | | |
| ☐ | REFERENCE / LOAN #: | | | | | |

## GENERAL INFORMATION

| EXPLAIN ALL "YES" RESPONSES (For all past or present operations) | Y / N |
|---|---|
| 1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED? | N |
| 2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS? | N |
| 3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc) | N |
| 4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS? | N |
| 5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS? | N |

| EQUIPMENT | TYPE OF EQUIPMENT | | | | INSTRUCTION GIVEN (Y/N) |
|---|---|---|---|---|---|
| | ☐ | SMALL TOOLS | ☐ | LARGE EQUIPMENT | |
| | ☐ | SMALL TOOLS | ☐ | LARGE EQUIPMENT | |

| | |
|---|---|
| 6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED? | N |
| 7. ANY PARKING FACILITIES OWNED/RENTED? | N |
| 8. IS A FEE CHARGED FOR PARKING? | N |
| 9. RECREATION FACILITIES PROVIDED? | N |
| 10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following): | |

| # APTS | TOTAL APT AREA Sq. Ft. | DESCRIBE OTHER LODGING OPERATIONS |
|---|---|---|
| | | |

| | |
|---|---|
| 11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply) ☐ APPROVED FENCE ☐ LIMITED ACCESS ☐ DIVING BOARD ☐ SLIDE ☐ ABOVE GROUND ☐ IN GROUND ☐ LIFE GUARD | N |
| 12. ARE SOCIAL EVENTS SPONSORED? | N |
| 13. ARE ATHLETIC TEAMS SPONSORED? | |

| TYPE OF SPORT | CONTACT SPORT (Y/N) | AGE GROUP | | | TYPE OF SPORT | CONTACT SPORT (Y/N) | AGE GROUP | | |
|---|---|---|---|---|---|---|---|---|---|
| | | ☐ 12 & UNDER | ☐ 13 - 18 | ☐ OVER 18 | | | ☐ 12 & UNDER | ☐ 13 - 18 | ☐ OVER 18 |
| EXTENT OF SPONSORSHIP: | | | | | EXTENT OF SPONSORSHIP: | | | | |

| | |
|---|---|
| 14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED? | N |
| 15. ANY DEMOLITION EXPOSURE CONTEMPLATED? | N |

**GENERAL INFORMATION (continued)**

**AGENCY CUSTOMER ID:** 00170275

| EXPLAIN ALL "YES" RESPONSES (For all past or present operations) | Y / N |
|---|---|
| 16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES? | N |
| 17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS? | N |

| LEASE TO | WORKERS COMPENSATION COVERAGE CARRIED (Y/N) | LEASE FROM | WORKERS COMPENSATION COVERAGE CARRIED (Y/N) |
|---|---|---|---|
| | | | |
| | | | |

| | |
|---|---|
| 18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES? | N |
| 19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED? | N |
| 20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS? | N |
| 21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT? | Y |
| 22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES? | N |

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**SIGNATURE**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) | STATE PRODUCER LICENSE NO (Required in Florida) |
|---|---|---|
| | John Moccia/CRVAZZ | |

| APPLICANT'S SIGNATURE | DATE | NATIONAL PRODUCER NUMBER |
|---|---|---|
| | | |

TRAVELERS

**Report Claims Immediately by Calling***
**1-877-828-4132**
*Speak directly with a claim professional*
*24 hours a day, 365 days a year*

*Unless Your Policy Requires **Written** Notice or Reporting

# COMMERCIAL INSURANCE

**A Custom Insurance Policy Prepared for:**

**NEW YORK CITY TRANSIT**
**2 BROADWAY 21ST FLOOR**
**NEW YORK NY 10004**

**Presented by: BROWN & BROWN OF NY INC**

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
CONTRACTORS
COMMON POLICY DECLARATIONS
ISSUE DATE: 05/23/22
POLICY NUMBER: DT-SPS-5R690178-IND-22

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
   NEW YORK CITY TRANSIT (AS PER IL T8 00)
   2 BROADWAY 21ST FLOOR
   NEW YORK, NY 10004

2. POLICY PERIOD: From 05/20/22 to 05/20/24 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

| Premises Loc. No. | Bldg. No. | Occupancy | Address |
|---|---|---|---|
| ON FILE WITH COMPANY | | | |

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
   RAILROAD PROTECTIVE LIABILITY COV PART DECLARATIONS CG T0 05 04 07 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

| Policy | Policy No. | Insuring Company |
|---|---|---|

7. PREMIUM SUMMARY:
   Provisional Premium
   Due at Inception
   Due at Each

NAME AND ADDRESS OF AGENT OR BROKER:
BROWN & BROWN OF NY INC (HH101)
1133 WESTCHESTER AVE STE N 136
WHITE PLAINS, NY 10604

**COUNTERSIGNED BY:**

_____
Authorized Representative

DATE: _____

TRAVELERS

POLICY NUMBER: DT-SPS-5R690178-IND-22
EFFECTIVE DATE: 05-20-22
ISSUE DATE: 05-23-22

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

| | |
|---|---|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T3 83 09 06 | EXECUTION CLAUSE |
| IL T8 00 | NAMED INSURED ENDORSEMENT |

COMMERCIAL GENERAL LIABILITY

| | |
|---|---|
| CG T0 05 04 07 | RAILROAD PROTECTIVE LIAB COV PART DEC |
| CG T0 07 03 95 | DECLARATIONS PREMIUM SCHEDULE |
| CG T0 08 11 03 | KEY TO DECLARATIONS PREMIUM SCHEDULE |
| CG T0 40 02 19 | TABLE OF CONTENTS - RAILROAD PROTECTIVE |
| CG 00 35 04 13 | RAILROAD PROTECTIVE LIAB COV FORM |
| CG 26 15 04 17 | NEW YORK CHANGES-RAILROAD PROT LIABILITY |
| CG T4 78 02 19 | EXCLUSION - ASBESTOS |
| CG F2 63 02 19 | NEW YORK CHGS-CGL COVERAGE FORM |
| CG 26 36 12 93 | NY-CHANGES-TRANSFER OF DUTIES |
| CG 28 68 01 14 | NY CHANGES - CANCELLATION AND NONRENEWAL |

INTERLINE ENDORSEMENTS

| | |
|---|---|
| IL T3 68 01 21 | FED TERRORISM RISK INS ACT DISCLOSURE |
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL T4 14 01 21 | CAP ON LOSSES FROM CERT ACTS OF TERRORIS |
| IL F1 01 05 20 | NY CHGS-REF TO SUPERINTENDT AND INS DEPT |
| IL 00 23 07 02 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDT |

This policy consists of this policy cover, the Declarations and the forms, schedules and endorsements listed in the Declarations.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations by the abbreviation of its name.

The companies listed below (each a stock company) have executed this policy, but it is valid only if countersigned on the Declarations by our authorized representative.

The Travelers Indemnity Company (IND)
The Phoenix Insurance Company (PHX)
The Charter Oak Fire Insurance Company (COF)
Travelers Property Casualty Company of America (TIL)
The Travelers Indemnity Company of Connecticut (TCT)
The Travelers Indemnity Company of America (TIA)
Travelers Casualty Insurance Company of America (ACJ)

Wendy C. Skinner
Secretary

President

POLICY NUMBER: DT-SPS-5R690178-IND-22 GENERAL PURPOSE ENDORSEMENT

**NAMED INSURED ENDORSEMENT**

**ITEM 1 NAMED INSURED TO READ:**

**NEW YORK CITY TRANSIT AUTHORITY (NYCTA), THE MANHATTAN AND BRONX SURFACE TRANSIT OPERATION AUTHORITY**

# GENERAL LIABILITY

# GENERAL LIABILITY

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

**RAILROAD PROTECTIVE LIABILITY COVERAGE PART DECLARATIONS**

**POLICY NUMBER:** DT-SPS-5R690178-IND-22
**ISSUE DATE:** 05-23-22

**INSURING COMPANY:**
THE TRAVELERS INDEMNITY COMPANY

Declarations Period: From 05-20-22 to 05-20-24 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Railroad Protective Liability Coverage Part consists of these Declarations and the Coverage Form shown below. The Common Policy Conditions do not apply to this Coverage Part.

**1. COVERAGE AND LIMITS OF INSURANCE:**

| RAILROAD PROTECTIVE LIABILITY COVERAGE FORM | LIMITS OF INSURANCE |
|---|---|
| Aggregate Limit | $ 6,000,000 |
| Each Occurrence Limit | $ 2,000,000 |

**2. AUDIT PERIOD:** NONE

**3. DESIGNATED CONTRACTOR:**

Name TRIUMPH CONSTRUCTION CORP

Mailing Address 1354 SENECA AVENUE
BRONX, NY 10474

**4. JOB LOCATION(S):**

RECONSTRUCTION OF SAFE ROUTES- CONSTRUCT CURB, SIDEWALK, SEWER, WATER MAIN, AND TRAFFIC LIGHTING. VARIOUS IN THE BRONX

PROJECT NUMBER: HWCSHCPBX

**5. NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER CONTRACTING PARTY:**

NYCDDC
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY 11101

**6. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

**DECLARATIONS PREMIUM SCHEDULE** **POLICY NUMBER:** DT-SPS-5R690178-IND-22

This Schedule applies to the Declarations for the period of 05-20-22 to 05-20-24

It shows all of your known rating classes as of the effective date. Any except ions will be so noted. This includes all locations you own, rent or occupy.

| LOC/BLDG NO. | CLASS DESCRIPT/ CODE NO. | SUBLINE | PREMIUM BASE/ EXPOSURE | RATES | ADVANCE PREMIUM |
|---|---|---|---|---|---|
| ST OF NY | RAILROAD PROTECTIVE LIABILITY - OPERATIONS RAILROAD NOC - CONSTRUCTION OPERATIONS - OPERATIONS PERFORMED FOR INTERESTS OTHER THAN RAILROADS/40012 | 335 | | | |

*This class is subject to the prem/ops transition program.

☐ If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG T0 12.

## KEY TO DECLARATIONS PREMIUM SCHEDULE

**ABBREVIATIONS:**

CLASS DESCRIPT – means CLASS DESCRIPTION

LOC/BLDG NO. – means LOCATION/BUILDING NUMBER

OPN NO. – means OPERATION NUMBER

PREM/OPS – means PREMISES/OPERATIONS

PROD/C-OPS – means PRODUCTS/COMPLETED OPERATIONS

**PREMIUM BASE:**

| Key Letter | Premium Base | How Rates Apply |
|---|---|---|
| a | Area | per 1,000 square feet |
| c | Total Cost | per $1,000 of total cost |
| m | Admissions | per 1,000 admissions |
| o | Total Operating Expense | per $1,000 of total operating expenditures |
| p | Payroll | per $1,000 of payroll |
| s | Gross Sales | per $1,000 of gross sales |
| t | (see note* below) | (see note* below) |
| u | Units | per unit |

* Premium base t applies for a number o f rarely used premium bases. The specific base and how rates apply are shown with the Class Description on the DECLARATIONS-PREMIUM SCHEDULE.


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TABLE OF CONTENTS

# RAILROAD PROTECTIVE LIABILITY COVERAGE FORM CG 00 35 04 13


Beginning on Page

SECTION I – COVERAGES

Coverage A – Bodily Injury and Property Damage Liability
- Insuring Agreement ..... 1
- Exclusions ..... 1

Coverage B – Physical Damage to Property
- Insuring Agreement ..... 2
- Exclusions ..... 2

Supplementary Payments – Coverage A ..... 3

SECTION II – WHO IS AN INSURED ..... 3

SECTION III – LIMITS OF INSURANCE ..... 3

SECTION IV – CONDITIONS ..... 3

Conditions that apply to Coverages A and B ..... 3

Assignment ..... 3
Bankruptcy ..... 3
Cancellation ..... 3
Changes ..... 4
Inspections and Surveys ..... 4
Other Insurance ..... 4
Premium and Premium Audit ..... 4
Transfer Of Rights Of Recovery Against Others To Us ..... 5
When We Do Not Renew ..... 5

Conditions that apply to Coverage A Only ..... 5

Legal Action Against Us ..... 5
Duties In The Event Of Occurrence, Claim Or Suit ..... 5
Separation Of Insureds ..... 5

Conditions that apply to Coverage B Only ..... 5

Appraisal ..... 5
No Benefit To Bailee ..... 6
Insured's Duties In The Event Of A Loss ..... 6
Legal Action Against Us ..... 6
Payment of Loss ..... 6

SECTION V – DEFINITIONS ..... 6

# RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

**SECTION I – COVERAGES**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

**(1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

**(2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage **A.**

**b.** This insurance applies to "bodily injury" and "property damage" only if:

**(1)** The "bodily injury" or "property damage" occurs during the policy period; and

**(2)** The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

**c.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

**c. Completed Work**

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

**(1)** When all the "work" called for in the "contractor's" contract has been completed.

**(2)** When all the "work" to be done at the "job location" has been completed.

**(3)** When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools,

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uninstalled equipment or abandoned or unused materials.

**d. Acts Or Omissions Of Insured**

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

**e. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

**f. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

**(1)** Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or

**(2)** Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or

**(3)** On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:

**(a)** "Bodily injury" or "property damage" arising out of fuels or lubricants for equipment used at the "job location".

**(b)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

**(4)** On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**g. Damage To Owned, Leased Or Entrusted Property**

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

**h. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

**(1)** War, including undeclared or civil war;

**(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**COVERAGE B – PHYSICAL DAMAGE TO PROPERTY**

**1. Insuring Agreement**

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

**2. Exclusions**

This insurance does not apply to "physical damage to property":

**a. Completed Work**

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

**(1)** When all the "work" called for in the "contractor's" contract has been completed.


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(2) When all the "work" to be done at the "job location" has been completed.

(3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

**b. Acts Or Omissions Of Insured**

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

**c. Nuclear Incidents Or Conditions**

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

**d. Pollution**

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion **f.** Pollution, Coverage **A.**

**SUPPLEMENTARY PAYMENTS – COVERAGE A**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.
4. Any railroad operating over your tracks is an insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph **3.** above, the payment for "physical damage to property" shall not exceed the lesser of:
   a. The actual cash value of the property at the time of loss; or
   b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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**SECTION IV – CONDITIONS**

**A.** The following Conditions apply to Coverages **A** and **B:**

**1. Assignment**

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

**2. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**3. Cancellation**

**a.** You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

**b.** We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.

**c.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

**d.** If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

**e.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**4. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**5. Inspections And Surveys**

**a.** We have the right to:

**(1)** Make inspections and surveys at any time;

**(2)** Give you reports on the conditions we find; and

**(3)** Recommend changes.

**b.** We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

**(1)** Are safe or healthful; or

**(2)** Comply with laws, regulations, codes or standards.

**c.** Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**d.** Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**6. Other Insurance**

The insurance afforded by this policy is:

**a.** Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and

**b.** If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of


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insurance to the total applicable limits of insurance of all insurers.

7. **Premium And Premium Audit**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.

   c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

   In no event shall the payment of premium be your obligation.

8. **Transfer Of Rights Of Recovery Against Others To Us**

   If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

**B.** The following Conditions apply to Coverage **A** only:

1. **Legal Action Against Us**

   No person or organization has a right under this policy:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this policy unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. **Duties In The Event Of Occurrence, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the occurrence took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the occurrence.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of

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injury or damage to which this insurance may also apply.

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Separation Of Insureds**

Except with respect to the Limits of Insurance, this insurance applies:

**a.** As if each Named Insured were the only Named Insured; and

**b.** Separately to each insured against whom claim is made or "suit" is brought.

**C.** The following Conditions apply to Coverage **B** only:

**1. Appraisal**

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within 60 days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

**a.** Pay its chosen appraiser; and

**b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

**2. No Benefit To Bailee**

No person or organization, other than you, having custody of the property will benefit from this insurance.

**3. Insured's Duties In The Event Of A Loss**

You must:

**a.** Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and

**b.** Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

**4. Legal Action Against Us**

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

**5. Payment Of Loss**

We may pay for the loss in money, but there can be no abandonment of any property to us.

**SECTION V – DEFINITIONS**

**1.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2.** "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.

**3.** "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.

**4.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

**5.** "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

**6.** "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.

**7.** "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.

**8.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke,


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vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**9.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

**10.** "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

**a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

**b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**11.** "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.

**12.** "Your designated employee" means:

**a.** Any supervisory employee of yours at the "job location";

**b.** Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or

**c.** Any employee of yours not described in Paragraph **a.** or **b.** above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NEW YORK CHANGES – RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

**A.** Paragraph **1.a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

**(1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

**(2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage **A.**

**B.** Paragraph **B.1.** of **Section IV – Conditions** is replaced by the following:

**1. Legal Action Against Us**

**a.** Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:

**(1)** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

**(2)** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**b.** With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

**(1)** Brings an action to declare the rights of the parties under the Policy; and

**(2)** Names the injured person, someone acting for the injured person or other claimant as a party to the action.

**C.** The following is added as Paragraph **e.** to **Duties In The Event Of Occurrence, Claim Or Suit** under Paragraph **B.2.** of **Section IV – Conditions:**


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2. **Duties In The Event Of Occurrence, Claim Or Suit**

   **e.** Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

**D.** The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.


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# EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Owners And Contractors Protective Liability Coverage Form, **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Railroad Protective Liability Coverage Form and **SECTION I–COVERAGES–PRODUCTS/COMPLETED OPERATIONS – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Products/Completed Operations Liability Coverage Form or the Medical And Biotechnology Products/Completed Operations Liability Coverage Form, if included in your policy:

**Asbestos**

"Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos. This includes any obligation to share damages with or repay someone else who must pay damages because of such "bodily injury" or "property damage".


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# NEW YORK CHANGES
# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

1. The following is added to any insuring agreement under which we have the right and duty to defend certain "suits":

   We will have such right and duty to defend even if the allegations of the "suit" are groundless, false or fraudulent.

2. The following is added to Paragraph **2., Duties In The Event Of Occurrence, Offense, Claim Or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

3. The following replaces Paragraph **3., Legal Action Against Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   **3. Legal Action Against Us**

   **a.** Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:

   **(1)** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   **(2)** To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

   **b.** With respect to any claim for a loss to which this insurance applies, other than any claim for "property damage" or for pollution costs arising out of a discharge, release or escape of "pollutants" if this policy includes an endorsement that provides coverage for such costs, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant, fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

   However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

   **(1)** Brings an action to declare the rights of the parties under the policy; and

   **(2)** Names the injured person, someone acting for the injured person or other claimant as a party to the action.

4. The following provision is added and supersedes any provision to the contrary:

   Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or any other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

5. The definition of "loading or unloading" in the **DEFINITIONS** Section is deleted.


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# NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE FORM

The following Condition is added to CONDITIONS (Section IV):

**Transfer of Duties When a Limit of Insurance Is Used Up.**

**a.** If we conclude that, based on "occurrences", claims or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit or the Each Occurrence Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

**b.** When a limit of insurance described in paragraph **a.** above has actually been used up in the payment of judgments or settlements:

**(1)** We will notify the first Named Insured, in writing, as soon as practicable, that:

**(a)** Such a limit has actually been used up; and

**(b)** Our duty to defend "suits" seeking damages subject to that limit has also ended.

**(2)** We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits."

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

**(3)** The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

**c.** The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph **b.(2)** above.

The duty of the first Named Insured to reimburse us will begin on:

**(1)** The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph **a.** above; or

**(2)** The date on which we sent notice in accordance with paragraph **b.(1)** above, if we did not send notice in accordance with paragraph **a.** above.

**d.** The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.


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# NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

**A.** Paragraphs **a.**, **b.** and **d.** of the **Cancellation** Condition are replaced by the following:

**a.** You may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

**b.** We may cancel this policy by mailing or delivering to you and your authorized agent or broker, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation including the reason for cancellation at least:

**(1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you and your authorized agent or broker, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, of the amount due; or

**(2)** 60 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed below:

**(1)** Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you and your authorized agent or broker, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, of the amount due;

**(2)** Conviction of a crime arising out of acts increasing the hazard insured against;

**(3)** Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

**(4)** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

**(5)** Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after the renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

**(6)** Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

**(7)** A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

**(8)** Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit

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to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of notice of cancellation, to review our cancellation decision. We will also send a copy of this notice simultaneously to the Department of Financial Services.

**d.** If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

**B.** The following is added to the **Cancellation** Condition:

If one of the reason s for cancellation in Paragraph **A.b.** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

**C.** The following Conditions are added and supersede any other provisions to the contrary:

**1. Nonrenewal**

If we decide not to renew this policy, we will send notice as provided in Paragraph **C.3.** below.

**2. Conditional Renewal**

If we condition renewal of this policy upon:

**a.** A change of limits;

**b.** A change in type of coverage;

**c.** A reduction of coverage;

**d.** An increased deductible;

**e.** An addition of exclusion; or

**f.** Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

**3. Notices Of Nonrenewal And Conditional Renewal**

**a.** If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to you and your authorized agent or broker, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, at least 60 but not more than 120 days before:

**(1)** The expiration date; or

**(2)** The anniversary date if this is a continuous policy.

**b.** If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will include the specific reason(s) for nonrenewal or conditional renewal, the amount of any premium increase (for conditional renewal) and a description of any other changes.

**c.** We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

**d.** If we send you, your authorized agent or broker, the "contractor", any involved governmental authority or other contracting party designated in the Declarations an incomplete or late conditional renewal notice or a late nonrenewal notice:

**(1)** As provided for in Paragraph **C.3.** above, and if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless you, during this 60-day period, have replaced the coverage or elect to cancel sooner;

**(2)** And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another required policy pe-


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riod at the lower of the current rates or the prior period's rates, unles s you, during this additional required policy period, have replaced the coverage or elect to cancel sooner.

**e.** If you elect to renew on the b asis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

**(1)** Upon expiration of the 60-day period, unless Subparagraph **(2)** below applies; or

**(2)** Notwithstanding the provision in Paragraphs **d.(1)** and **d.(2),** as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.

**f.** The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.

**g.** The last sentence of Limits of Insurance does not apply when the policy period is extended because we sent you, your authorized agent or broker, the "contractor", any involved governmental authority or other contracting party designated in the Declarations an incomplete or late conditional renewal notice or a late nonrenewal notice.


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# INTERLINE ENDORSEMENTS

# INTERLINE ENDORSEMENTS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY + WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Commercial Liability coverage included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

**PROVISIONS**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

**1%.**


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

**Prohibited Coverage – Unlicensed Insurance**

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

**Prohibited Coverage – Trade Or Economic Sanctions**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY + WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION
TRAVELERS PROPERTY COVERAGE PART
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NEW YORK CHANGES – REFERENCES TO NEW YORK SUPERINTENDENT OF INSURANCE AND INSURANCE DEPARTMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY + WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART

1. Wherever it appears throughout this policy in reference to New York, the term Superintendent of Insurance is replaced by Superintendent of Financial Services.

2. Wherever it appears throughout this policy in reference to New York, the term Insurance Department or Department of Insurance is replaced by Department of Financial Services.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:
   - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
     - **(1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
     - **(2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
   - **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
   - **C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
     - **(1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
     - **(2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
     - **(3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

   "Source material", "special nuclear material", and "by-product material" have the meanings given


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them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

**(a)** Any "nuclear reactor";

**(b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.


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# POLICYHOLDER NOTICES

# POLICYHOLDER NOTICES

# IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

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For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

## LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

**Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).**

**This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.**

**Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.**

**Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.**

**Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.**

**Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.**

**This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.**

**Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the**

**New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.**

**New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:**

**https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page**

**All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.**

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

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

**Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.**

## Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

## Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

**For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.**

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

# TABLE OF CONTENTS

| CLASSIFICATION | PAGE |
|---|---|
| ASBESTOS HANDLER | 5 |
| BLASTER | 5 |
| BOILERMAKER | 6 |
| BRICKLAYER | 7 |
| CARPENTER - BUILDING COMMERCIAL | 8 |
| CARPENTER - HEAVY CONSTRUCTION WORK | 9 |
| CARPENTER - HIGH RISE CONCRETE FORMS | 10 |
| CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST | 11 |
| CARPENTER - WOOD WATER STORAGE TANK | 12 |
| CEMENT & CONCRETE WORKER | 13 |
| CEMENT MASON | 14 |
| CORE DRILLER | 14 |
| DERRICKPERSON AND RIGGER | 16 |
| DIVER | 17 |
| DOCKBUILDER - PILE DRIVER | 18 |
| DRIVER: TRUCK (TEAMSTER) | 19 |
| ELECTRICIAN - ALARM TECHNICIAN | 24 |
| ELEVATOR CONSTRUCTOR | 26 |
| ELEVATOR REPAIR & MAINTENANCE | 27 |
| ENGINEER | 28 |
| ENGINEER - CITY SURVEYOR AND CONSULTANT | 33 |
| ENGINEER - FIELD (BUILDING CONSTRUCTION) | 34 |
| ENGINEER - FIELD (HEAVY CONSTRUCTION) | 35 |
| ENGINEER - FIELD (STEEL ERECTION) | 36 |
| ENGINEER - OPERATING | 37 |
| FLOOR COVERER | 45 |
| GLAZIER | 45 |
| GLAZIER - REPAIR & MAINTENANCE | 46 |
| HAZARDOUS MATERIAL HANDLER | 47 |
| HEAT AND FROST INSULATOR | 48 |
| HOUSE WRECKER | 49 |
| IRON WORKER - ORNAMENTAL | 50 |
| IRON WORKER - STRUCTURAL | 51 |
| LABORER | 52 |
| LANDSCAPING | 52 |

**MARBLE MECHANIC** ..... 54
**MASON TENDER** ..... 55
**MASON TENDER (INTERIOR DEMOLITION WORKER)** ..... 56
**METALLIC LATHER** ..... 57
**MILLWRIGHT** ..... 58
**MOSAIC MECHANIC** ..... 59
**PAINTER** ..... 60
**PAINTER - LINE STRIPING (ROADWAY)** ..... 60
**PAINTER - METAL POLISHER** ..... 62
**PAINTER - SIGN** ..... 63
**PAINTER - STRUCTURAL STEEL** ..... 64
**PAPERHANGER** ..... 65
**PAVER AND ROADBUILDER** ..... 66
**PLASTERER** ..... 68
**PLASTERER - TENDER** ..... 69
**PLUMBER** ..... 69
**PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)** ..... 70
**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)** ..... 71
**PLUMBER: PUMP & TANK** ..... 72
**POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER** ..... 73
**ROOFER** ..... 73
**SHEET METAL WORKER** ..... 74
**SHEET METAL WORKER - SPECIALTY** ..... 75
**SHIPYARD WORKER** ..... 76
**SIGN ERECTOR** ..... 78
**STEAMFITTER** ..... 78
**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER** ..... 79
**STONE MASON - SETTER** ..... 80
**TAPER** ..... 81
**TELECOMMUNICATION WORKER** ..... 82
**TILE FINISHER** ..... 83
**TILE LAYER - SETTER** ..... 84
**TIMBERPERSON** ..... 85
**TUNNEL WORKER** ..... 85
**UTILITY LOCATOR** ..... 87
**WELDER** ..... 89

# ASBESTOS HANDLER
## SEE HAZARDOUS MATERIAL HANDLER

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# BLASTER

## Blaster

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.71**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Hydraulic Trac Drill

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.85**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.02**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Journeyperson

**(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.50**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Magazine Keepers: (Watch Person)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.75**
**Supplemental Benefit Rate per Hour: $48.63**

## 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**
**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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# BOILERMAKER

## Boilermaker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $63.38**
**Supplemental Benefit Rate per Hour: $46.67**
**Supplemental Note: For time and one half overtime - $69.56 For double overtime - $92.44**

## 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
**On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars ($2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents ($2.25) per hour.**

**(Local #5)**

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# BRICKLAYER

## Bricklayer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.64**
**Supplemental Benefit Rate per Hour: $35.95**

## Overtime Description
**Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.**

## Overtime
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**

**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates
**The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.**

**(Bricklayer District Council)**

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# CARPENTER - BUILDING COMMERCIAL

## Building Commercial

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $54.75**
**Supplemental Benefit Rate per Hour: $47.13**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

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

## Paid Holidays
**None**

## Shift Rates

**The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.**

**(Carpenters District Council)**

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# CARPENTER - HEAVY CONSTRUCTION WORK

## (Construction of Engineered Structures and Building Foundations including all form work)

## Heavy Construction Work

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.93**
**Supplemental Benefit Rate per Hour: $53.49**

## Overtime

**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays

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

## Paid Holidays

**None**

## Shift Rates

**Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.**

**(Carpenters District Council)**

# CARPENTER - HIGH RISE CONCRETE FORMS
## (Excludes Engineered Structures and Building Foundations)

## Carpenter High Rise A

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.78**
**Supplemental Benefit Rate per Hour: $44.44**

## Carpenter High Rise B

**Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $40.19**
**Supplemental Benefit Rate per Hour: $17.75**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates

**The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.**

**(Carpenters District Council)**

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# CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

## Carpenter - Hod Hoist

**(Assisted by Mason Tender)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.00**
**Supplemental Benefit Rate per Hour: $47.40**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

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

### Paid Holidays
**None**

### Shift Rates
**The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.**

**(Carpenters District Council)**

# CARPENTER - WOOD WATER STORAGE TANK

## Tank Mechanic

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.69**
**Supplemental Benefit Rate per Hour: $22.24**

## Tank Helper

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.23**
**Supplemental Benefit Rate per Hour: $22.24**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Time and one half the regular rate for work on a holiday plus the day's pay.**

### Paid Holidays
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**1/2 day on Christmas Eve if work is performed in the A.M.**
**Christmas Day**
**1/2 day on New Year's Eve if work is performed in the A.M.**

### Vacation
**Employed for one (1) year.....one (1) week vacation (40 hours)**
**Employed for three (3) years.....two (2) weeks vacation (80 hours)**
**Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)**

**SICK LEAVE:**
**Two (2) sick days after being employed for twenty (20) years.**

**(Carpenters District Council)**

# CEMENT & CONCRETE WORKER

## Cement & Concrete Worker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.28**
**Supplemental Benefit Rate per Hour: $30.20**
**Supplemental Note: $34.20 on Saturdays; $38.20 on Sundays & Holidays**

## Cement & Concrete Worker - (Hired after 2/6/2016)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.80**
**Supplemental Benefit Rate per Hour: $22.20**
**Supplemental Note: $24.20 on Saturdays; $26.20 on Sundays & Holidays**

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

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

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**1/2 day before Christmas Day**
**1/2 day before New Year's Day**

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

**(Cement & Concrete Workers District Council 16)**

# CEMENT MASON

## Cement Mason

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.77**
**Supplemental Benefit Rate per Hour: $41.01**
**Supplemental Note: Supplemental benefit time and one half rate: $71.97; Double time rate: double the base supplemental benefit rate.**

### Overtime Description
**Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday. Four Days a week at Ten (10) hours straight time is allowed.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

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

### Shift Rates
**For off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.**

**(Local #780) (BCA)**

# CORE DRILLER

## Core Driller

**Effective Period: 7/1/2021 - 10/17/2021**

**Wage Rate per Hour:** **$41.74**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$42.27**
**Supplemental Benefit Rate per Hour:** **$30.60**

## Core Driller Helper

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$32.92**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$33.47**
**Supplemental Benefit Rate per Hour:** **$30.60**

## Core Driller Helper(Third year in the industry)

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$29.63**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$30.12**
**Supplemental Benefit Rate per Hour:** **$30.60**

## Core Driller Helper (Second year in the industry)

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$26.34**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$26.78**
**Supplemental Benefit Rate per Hour:** **$30.60**

## Core Driller Helper (First year in the industry)

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$23.04**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$23.43**
**Supplemental Benefit Rate per Hour:** **$30.60**

## 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
**When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive two dollars ($2.00) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.**

**(Carpenters District Council)**

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# DERRICKPERSON AND RIGGER

## Derrick Person & Rigger

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.99**
**Supplemental Benefit Rate per Hour: $55.10**
**Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $56.52 - For work performed in Staten Island.**

## Derrick Person & Rigger - Site Work

**Assists the Stone Mason-Setter in the setting of stone and paving stone.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.86**
**Supplemental Benefit Rate per Hour: $43.37**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.80**
**Supplemental Benefit Rate per Hour: $53.49**

## Diver Tender (Marine)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.34**
**Supplemental Benefit Rate per Hour: $53.49**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**

**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates
**When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.**

**(Carpenters District Council)**

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# DOCKBUILDER - PILE DRIVER

## Dockbuilder - Pile Driver

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.93**
**Supplemental Benefit Rate per Hour: $53.49**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

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

## Paid Holidays
**None**

## Shift Rates

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

**(Carpenters District Council)**

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# DRIVER: TRUCK (TEAMSTER)

## Driver - Dump Truck

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.83**
**Supplemental Benefit Rate per Hour: $51.55**
**Supplemental Note: Over 40 hours worked: at time and one half rate - $22.50; at double time rate - $30.00**

## Driver - Tractor Trailer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.12**
**Supplemental Benefit Rate per Hour: $51.50**
**Supplemental Note: Over 40 hours worked: at time and one half rate - $22.50; at double time rate - $30.00**

## Driver - Euclid & Turnapull Operator

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.68**
**Supplemental Benefit Rate per Hour: $51.50**
**Supplemental Note: Over 40 hours worked: at time and one half rate - $22.50; at double time rate - $30.00**

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

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

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**

**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays

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

## Shift Rates

**Off shift work commencing between 6:00 P.M. and 4:30 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.**

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# Driver Redi-Mix (Sand & Gravel)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $40.89**
**Supplemental Benefit Rate per Hour: $47.01**
**Supplemental Note: Over 40 hours worked: time and one half rate $18.01; double time rate $24.01**

## Overtime Description

**For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions for the holiday**

## Overtime

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

## Overtime Holidays

**Double time the regular rate for work on the following holiday(s).**
**President's Day**
**Columbus Day**
**Veteran's Day**

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

**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays

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

**(Local #282)**

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# ELECTRICIAN

**(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)**

## Electrician "A" (Regular Day / Day Shift)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $58.00**
**Supplemental Benefit Rate per Hour: $54.86**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $87.00**
**Supplemental Benefit Rate per Hour: $56.73**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Swing Shift)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.05**
**Supplemental Benefit Rate per Hour: $62.39**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Swing Shift Overtime after 7.5 hours)

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $102.08**
**Supplemental Benefit Rate per Hour: $64.58**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Graveyard Shift)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $76.23**
**Supplemental Benefit Rate per Hour: $68.74**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Graveyard Shift Overtime after 7 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $114.35**
**Supplemental Benefit Rate per Hour: $71.19**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## * Supplemental Benefit Rate per Hour Note

**In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.**

## Overtime

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

## Overtime Holidays

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

## Paid Holidays

**None**

## Shift Rates

**For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $21.86 - See * Supplemental Benefit Rate per Hour Note above.**

## Electrician "M" (First 8 hours)

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.50**
**Supplemental Benefit Rate per Hour: $24.45**
**First and Second Year "M" Wage Rate Per Hour: $26.00**
**First and Second Year "M" Supplemental Rate: $22.06**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.75**
**Supplemental Benefit Rate per Hour: $26.38**
**First and Second Year "M" Wage Rate Per Hour: $39.00**
**First and Second Year "M" Supplemental Rate: $23.70**

## Overtime

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

## Overtime Holidays

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

## Paid Holidays

**None**

**(Local #3)**

# ELECTRICIAN - ALARM TECHNICIAN

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

## Alarm Technician

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $33.90**
**Supplemental Benefit Rate per Hour: $18.43**
**Supplemental Note: $16.80 only after 8 hours worked in a day**

### Overtime Description

**Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.**
**Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.**

### Overtime

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

### Paid Holidays

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

### Shift Rates

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

### Vacation

**At least 1 year of employment.....ten (10) days**
**5 years or more of employment.....fifteen (15) days**
**10 years of employment.....twenty (20) days**
**Plus one Personal Day per year**

**Sick Days:**
**One day per Year. Up to 4 vacation days may be used as sick days.**

**(Local #3)**

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# ELECTRICIAN-STREET LIGHTING WORKER

## Electrician - Electro Pole Electrician

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $58.00**
**Supplemental Benefit Rate per Hour: $56.83**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician - Electro Pole Foundation Installer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.16**
**Supplemental Benefit Rate per Hour: $42.15**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician - Electro Pole Maintainer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.11**
**Supplemental Benefit Rate per Hour: $38.04**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## * Supplemental Benefit Rate per Hour Note

**In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.**

## Overtime Description

**Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.**
**Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.**
**Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.**

## Overtime Holidays

**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Martin Luther King Jr. Day**

**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

**(Local #3)**

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# ELEVATOR CONSTRUCTOR

## Elevator Constructor

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate per Hour: $72.29**
**Supplemental Benefit Rate per Hour: $38.29**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate per Hour: $75.14**
**Supplemental Benefit Rate per Hour: $39.10**

## Overtime Description
**For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.**

**Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.**

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

## Paid Holidays
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**

**Day after Thanksgiving**
**Christmas Day**

## Vacation
**Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.**

**(Local #1)**

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# ELEVATOR REPAIR & MAINTENANCE

## Elevator Service/Modernization Mechanic

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate per Hour: $56.77**
**Supplemental Benefit Rate per Hour: $38.19**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate per Hour: $59.09**
**Supplemental Benefit Rate per Hour: $39.00**

## Overtime Description
**For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Time and one half the regular rate for Sunday.**
**Time and one half the regular rate for work on a holiday plus the day's pay.**

## Paid Holidays
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Shift Rates

**Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.**

### Vacation

**Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.**

**(Local #1)**

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# ENGINEER

## Engineer - Heavy Construction Operating Engineer I

**Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $74.65**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $119.44**

## Engineer - Heavy Construction Operating Engineer II

**Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $72.40**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $115.84**

## Engineer - Heavy Construction Operating Engineer III

**Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.62**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $109.79**

## Engineer - Heavy Construction Maintenance Engineer I

**Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $72.05**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $115.28**

## Engineer - Heavy Construction Maintenance Engineer II

**On Base Mounted Tower Cranes**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $95.02**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $152.03**

## Engineer - Heavy Construction Maintenance Engineer III

**On Generators, Light Towers**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.10**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $75.36**

## Engineer - Heavy Construction Maintenance Engineer IV

**On Pumps and Mixers including mud sucking**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.35**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $77.36**

## Engineer - Heavy Construction Service Engineer

**Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $64.82**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $103.71**

## Engineer - Heavy Construction Service Mechanic

**Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.45**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $71.12**

## Engineer - Steel Erection Maintenance Engineers

**Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.93**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $110.29**

## Engineer - Steel Erection Oiler I

**On a Truck Crane**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $64.43**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $103.09**

## Engineer - Steel Erection Oiler II

**On a Crawler Crane**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.72**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $77.95**

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

## Overtime
**Double time the regular rate after an 8 hour day.**
**Double time the regular time rate for Saturday.**
**Double time the regular rate for Sunday.**
**Double time the regular rate for work on the following holiday(s).**

## Paid Holidays
**New Year's Day**
**Lincoln's Birthday**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**
**Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday**

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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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $64.11**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 on overtime**

# Engineer - Building Work Maintenance Engineers II

**On Pumps, Generators, Mixers and Heaters**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $49.49**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $60.89**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 on overtime**

## Engineer - Building Work Oilers II

**Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.88**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 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
**When two (2) or more shifts are employed, single time will be paid for each shift.**

**(Local #15)**

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# ENGINEER - CITY SURVEYOR AND CONSULTANT

## Party Chief

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.98**
**Supplemental Benefit Rate per Hour: $24.40**
**Supplemental Note: Overtime Benefit Rate - $29.35 per hour (time & one half) $34.30 per hour (double time).**

## Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.32**
**Supplemental Benefit Rate per Hour: $24.40**
**Supplemental Note: Overtime Benefit Rate - $29.35 per hour (time & one half) $34.30 per hour (double time).**

## Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.49**
**Supplemental Benefit Rate per Hour: $24.40**
**Supplemental Note: Overtime Benefit Rate - $29.35 per hour (time & one half) $34.30 per hour (double time).**

## Overtime Description
**Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.**

## Paid Holidays
**New Year's Day**
**Lincoln's Birthday**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**
**Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday**

**(Operating Engineer Local #15-D)**

# ENGINEER - FIELD (BUILDING CONSTRUCTION)
## (Construction of Building Projects, Concrete Superstructures, etc.)

## Field Engineer - BC Party Chief

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $66.42**
**Supplemental Benefit Rate per Hour: $37.16**
**Supplemental Note: Overtime Benefit Rate - $52.27 per hour (time & one half) $67.37 per hour (double time).**

## Field Engineer - BC Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.37**
**Supplemental Benefit Rate per Hour: $37.16**
**Supplemental Note: Overtime Benefit Rate - $52.27 per hour (time & one half) $67.37 per hour (double time).**

## Field Engineer - BC Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.84**
**Supplemental Benefit Rate per Hour: $37.16**
**Supplemental Note: Overtime Benefit Rate - $52.27 per hour (time & one half) $67.37 per hour (double time).**

## Overtime Description
**Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.**

## Paid Holidays
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**
**Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday**

**(Operating Engineer Local #15-D)**

# ENGINEER - FIELD (HEAVY CONSTRUCTION)
## (Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

## Field Engineer - HC Party Chief

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $77.31**
**Supplemental Benefit Rate per Hour: $39.64**
**Supplemental Note: Overtime benefit rate - $55.86 per hour (time & one half), $72.08 per hour (double time).**

## Field Engineer - HC Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.50**
**Supplemental Benefit Rate per Hour: $39.64**
**Supplemental Note: Overtime benefit rate - $55.86 per hour (time & one half), $72.08 per hour (double time).**

## Field Engineer - HC Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.23**
**Supplemental Benefit Rate per Hour: $39.64**
**Supplemental Note: Overtime benefit rate - $55.86 per hour (time & one half), $72.08 per hour (double time).**

## Overtime Description
**Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.**

## Paid Holidays
**New Year's Day**
**Lincoln's Birthday**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**
**Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday**

**(Operating Engineer Local #15-D)**

# ENGINEER - FIELD (STEEL ERECTION)

## Field Engineer - Steel Erection Party Chief

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.98**
**Supplemental Benefit Rate per Hour: $39.14**
**Supplemental Note: Overtime benefit rate - $55.11 per hour (time & one half), $71.08 per hour (double time).**

## Field Engineer - Steel Erection Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $55.85**
**Supplemental Benefit Rate per Hour: $39.14**
**Supplemental Note: Overtime benefit rate - $55.11 per hour (time & one half), $71.08 per hour (double time).**

## Field Engineer - Steel Erection Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $36.99**
**Supplemental Benefit Rate per Hour: $39.14**
**Supplemental Note: Overtime benefit rate - $55.11 per hour (time & one half), $71.08 per hour (double time).**

### Overtime Description
**Time and one half the regular rate for Saturday for the first eight hours worked.**
**Double time the regular rate for Saturday for work performed in excess of eight hours.**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Double time the regular rate for Sunday.**
**Double time the regular rate for work on the following holiday(s).**

### Paid Holidays
**New Year's Day**
**Lincoln's Birthday**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

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

**(Operating Engineer Local #15-D)**

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# ENGINEER - OPERATING

## Operating Engineer - Road & Heavy Construction I

**Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $86.05**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $137.68**

## Operating Engineer - Road & Heavy Construction II

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.05**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $142.48**

## Operating Engineer - Road & Heavy Construction III

**Mine Hoists (Cranes, etc. when used as Mine Hoists)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $91.89**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $147.02**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.70**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

**Shift Wage Rate: $143.52**

## Operating Engineer - Road & Heavy Construction V

**Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $87.94**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $140.70**

## Operating Engineer - Road & Heavy Construction VI

**Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $83.59**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $133.74**

## Operating Engineer - Road & Heavy Construction VII

**Barrier Movers, Barrier Transport and Machines of a Similar Nature.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $67.71**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $108.34**

## Operating Engineer - Road & Heavy Construction VIII

**Utility Compressors**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.77**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $66.26**

## Operating Engineer - Road & Heavy Construction IX

**Horizontal Boring Rig**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $79.56**

**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $127.30**

## Operating Engineer - Road & Heavy Construction X

**Elevators (manually operated as personnel hoist).**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $73.21**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $117.14**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.06**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $91.30**

## Operating Engineer - Road & Heavy Construction XII

**All Drills and Machines of a similar nature.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $84.48**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $135.17**

## Operating Engineer - Road & Heavy Construction XIII

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $81.85**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $130.96**

## Operating Engineer - Road & Heavy Construction XIV

**Concrete Mixer**

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $78.28**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $125.25**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.11**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $84.98**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $74.81**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $119.70**

## Operating Engineer - Road & Heavy Construction XVII

**On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $75.36**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $120.58**

## Operating Engineer - Road & Heavy Construction XVIII

**Tower Crane**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $107.75**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $172.40**

## Operating Engineer - Paving I

**Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $83.59**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $133.74**

## Operating Engineer - Paving II

**Asphalt Roller**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $81.47**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $130.35**

## Operating Engineer - Paving III

**Asphalt Plants**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $69.04**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $110.46**

## Operating Engineer - Concrete I

**Cranes**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.31**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Concrete II

**Compressors**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.51**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Concrete III

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.55**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Steel Erection I

**Three Drum Derricks**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $92.36**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $147.78**

## Operating Engineer - Steel Erection II

**Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $88.77**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $142.03**

## Operating Engineer - Steel Erection III

**Compressors, Welding Machines.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.07**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $84.91**

## Operating Engineer - Steel Erection IV

**Compressors - Not Combined with Welding Machine. (Public Works Only)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.56**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $80.90**

## Operating Engineer - Building Work I

**Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $70.94**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.12**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work III

**Double Drum**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $84.16**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work IV

**Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.10**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work V

**Dismantling and Erection of Cranes, Relief Engineer.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $78.81**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work VI

**4 Pole Hoist, Single Drum Hoists.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $77.98**
**Supplemental Benefit Rate per Hour: $34.55**

**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work VII

**Rack & Pinion and House Cars**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $62.01**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**For New House Car projects Wage Rate per Hour $49.50**
**For New House Car projects: Supplemental Benefit overtime hours: $48.85**

### Overtime Description
**On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.**

**For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.**

### Overtime
**Double time the regular rate after an 8 hour day.**
**Double time the regular time rate for Saturday.**
**Double time the regular rate for Sunday.**
**Double time the regular rate for work on the following holiday(s).**

### Paid Holidays
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**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
**When two (2) or more shifts are employed, single time will be paid for each shift.**
**For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.**

**(Operating Engineer Local #14)**

# 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $54.75**
**Supplemental Benefit Rate per Hour: $47.13**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Day before Christmas**
**Christmas Day**
**Day before New Year's Day**

### Shift Rates
**Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.**

**(Carpenters District Council)**

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# GLAZIER
## (New Construction, Remodeling, and Alteration)

## Glazier

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.55**
**Supplemental Benefit Rate per Hour: $47.74**
**Supplemental Note: Supplemental Benefit Overtime Rate: $71.62**

### 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**

### Shift Rates
**Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.**

**(Local #1281)**

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# GLAZIER - REPAIR & MAINTENANCE
## (For the Installation of Glass - All repair and maintenance work on a particular building.)

## Craft Jurisdiction for repair, maintenance and fabrication

**Plate glass replacement, 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.40**
**Supplemental Benefit Rate per Hour: $24.09**

## 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 rate for work on the following holiday(s).**
**Time and one half the regular hourly rate after 40 straight time hours in any work week.**

## Paid Holidays
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**
**Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday**

**(Local #1281)**

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# HAZARDOUS MATERIAL HANDLER
## (Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

## Handler

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.05**
**Supplemental Benefit Rate per Hour: $17.75**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Sunday.**
**Time and one half the regular hourly rate after 40 straight time hours in any work week.**

## Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**
**Easter**

## Paid Holidays
**None**

**(Local #78 and Local #12A)**

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# HEAT AND FROST INSULATOR

## Heat & Frost Insulator

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $62.21**
**Supplemental Benefit Rate per Hour: $41.91**

## Overtime Description
**Double time shall be paid for supplemental benefits during overtime work.**
**8th hour paid at time and one half.**

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

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

## Paid Holidays
**None**

## Shift Rates
**The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied**

**buildings may be worked on weekdays with an increment of one-dollar ($1.00) per hour and eight (8) hours pay for seven (7) hours worked.**

**(Local #12) (BCA)**

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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 will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.63**
**Supplemental Benefit Rate per Hour: $30.37**

## House Wrecker - Tier B

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.86**
**Supplemental Benefit Rate per Hour: $22.78**

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

## Overtime Holidays
**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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.15**
**Supplemental Benefit Rate per Hour: $59.62**
**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
**When two or three shifts are employed on a job, Monday through Friday, the second and third shift are paid eight and one half (8 ½) hours at the straight time rate for seven (7) hours of work, and ten (10) hours at the straight time rate for eight (8) hours of work. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work, and all overtime shall be paid at time and one-half the regular straight time rates but on Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.**

**(Local #580)**

# IRON WORKER - STRUCTURAL

## Iron Worker - Structural

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $54.20**
**Supplemental Benefit Rate per Hour: $82.81**
**Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.**

## Overtime Description
**Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.**

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

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**1/2 day on Christmas Eve if work is performed in the A.M.**
**1/2 day on New Year's Eve if work is performed in the A.M.**

## Shift Rates
**Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.**

**Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.**

**(Local #40 & #361)**

# LABORER
## (Foundation, Concrete, Excavating, Street Pipe Layer and Common)

## Laborer

**Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.50**
**Supplemental Benefit Rate per Hour: $48.63**

### 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**
**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, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street

**trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)**

## Landscaper (Year 6 and above)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $33.90**
**Supplemental Benefit Rate per Hour: $17.05**

## Landscaper (Year 3 - 5)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.81**
**Supplemental Benefit Rate per Hour: $17.05**

## Landscaper (up to 3 years)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.06**
**Supplemental Benefit Rate per Hour: $17.05**

## Groundperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.06**
**Supplemental Benefit Rate per Hour: $17.05**

## Tree Remover / Pruner

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.42**
**Supplemental Benefit Rate per Hour: $17.05**

## Landscaper Sprayer (Pesticide Applicator)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.41**
**Supplemental Benefit Rate per Hour: $17.05**

## Watering - Plant Maintainer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.88**
**Supplemental Benefit Rate per Hour: $17.05**

## Overtime Description

**For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.**

## Overtime

**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Time and one half the regular rate for work on a holiday plus the day's pay.**

## Paid Holidays

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

## Shift Rates

**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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.73**
**Supplemental Benefit Rate per Hour: $41.76**

## Marble Finisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.32**
**Supplemental Benefit Rate per Hour: $38.96**

## Marble Polisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $42.91**
**Supplemental Benefit Rate per Hour: $31.61**

## Marble Maintenance Finisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.73**
**Supplemental Benefit Rate per Hour: $13.59**

## Overtime Description
**Supplemental Benefit contributions are to be made at the applicable overtime rates.**

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

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

**(Local #7)**

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# MASON TENDER

## Mason Tender

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.20**
**Supplemental Benefit Rate per Hour: $31.24**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays

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

## Paid Holidays

**None**

## Shift Rates

**The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.**

**(Local #79)**

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# MASON TENDER (INTERIOR DEMOLITION WORKER)

## Mason Tender Tier A

**Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.29**
**Supplemental Benefit Rate per Hour: $25.75**

## Mason Tender Tier B

**Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.48**
**Supplemental Benefit Rate per Hour: $20.07**

## Overtime

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

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

**(Local #79)**

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# METALLIC LATHER

## Metallic Lather

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.40**
**Supplemental Benefit Rate per Hour: $49.80**
**Supplemental Note: For time and one half overtime - $61.55 For double overtime - $77.10**

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

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**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

**Off-shift work outside of normal working hours shall receive straight time rate plus $12 per hour for the first eight (8) hours.**

**(Local #46)**

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# MILLWRIGHT

## Millwright

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.00**
**Supplemental Benefit Rate per Hour: $54.76**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**1/2 day on Christmas Eve if work is performed in the A.M.**
**1/2 day on New Year's Eve if work is performed in the A.M.**

### Shift Rates
**Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.**

**(Local #740)**

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# MOSAIC MECHANIC

## Mosaic Mechanic - Mosaic & Terrazzo Mechanic

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.66**
**Supplemental Benefit Rate per Hour: $43.67**

## Mosaic Mechanic - Mosaic & Terrazzo Finisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.06**
**Supplemental Benefit Rate per Hour: $43.67**

## Mosaic Mechanic - Machine Operator Grinder

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.06**
**Supplemental Benefit Rate per Hour: $43.67**

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

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Washington's Birthday**
**Good Friday**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Paid Holidays
**None**

**(Local #7)**

# PAINTER

## Painter - Brush & Roller

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.00**
**Supplemental Benefit Rate per Hour: $36.70**
**Supplemental Note: $43.79 on overtime**

## Spray & Scaffold / Decorative / Sandblast

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.00**
**Supplemental Benefit Rate per Hour: $36.70**
**Supplemental Note: $43.79 on overtime**

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

### Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

**(District Council of Painters #9)**

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# PAINTER - LINE STRIPING (ROADWAY)

## Striping - Machine Operator

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.00**
**Supplemental Benefit Rate per Hour: $14.37**
**Supplemental Note: Overtime Supplemental Benefit rate - $16.25**

## Lineperson (Thermoplastic)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.00**
**Supplemental Benefit Rate per Hour: $14.37**
**Supplemental Note: Overtime Supplemental Benefit rate - $16.25**

## Striping Assistant & Traffic Safety

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $36.75**
**Supplemental Benefit Rate per Hour: $14.37**
**Supplemental Note: Overtime Supplemental Benefit rate - $16.25**

## Overtime Description

**Time and one half the regular rate for all work in excess of ten (10) straight time hours per day and in excess of forty (40) straight time hours per week.**

**For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.**

## Overtime

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

## Paid Holidays

**New Year's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

## Vacation

**Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.**

**(Local #1010)**

# PAINTER - METAL POLISHER

## METAL POLISHER

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.88**
**Supplemental Benefit Rate per Hour: $10.29**

## METAL POLISHER - NEW CONSTRUCTION

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.83**
**Supplemental Benefit Rate per Hour: $10.29**

## METAL POLISHER - SCAFFOLD OVER 34 FEET

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.38**
**Supplemental Benefit Rate per Hour: $10.29**

## ASSISTANT METAL POLISHER

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.66**
**Supplemental Benefit Rate per Hour: $9.81**

## ASSISTANT METAL POLISHER - NEW CONSTRUCTION

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $25.41**
**Supplemental Benefit Rate per Hour: $9.81**

## ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $27.16**
**Supplemental Benefit Rate per Hour: $9.81**

### Overtime Description

**All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.**

### 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.**
**Triple 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

**Four Days a week at Ten (10) hours straight a day.**

**Local 8A-28A**

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# PAINTER - SIGN

## Sign Painter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.32**
**Supplemental Benefit Rate per Hour: $21.70**

## Assistant Sign Painter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.66**
**Supplemental Benefit Rate per Hour: $19.93**

## Overtime Description

**If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.**

## Overtime

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

## Paid Holidays

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

## Vacation

**At least 1 year of employment.....1 week**
**2 years or more of employment.....2 weeks**
**8 years or more of employment.....3 weeks**

**(Local #8A-28A)**

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# PAINTER - STRUCTURAL STEEL

## Painters on Structural Steel

**Effective Period: 7/1/2021 - 9/30/2021**
**Wage Rate per Hour: $51.50**
**Supplemental Benefit Rate per Hour: $48.28**

**Effective Period: 10/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.00**
**Supplemental Benefit Rate per Hour: $49.83**

## Painter - Power Tool

**Effective Period: 7/1/2021 - 9/30/2021**
**Wage Rate per Hour: $57.50**
**Supplemental Benefit Rate per Hour: $48.28**
**Overtime Wage Rate: $6.00 above the "Painters on Structural Steel" overtime rate.**

**Effective Period: 10/1/2021 - 6/30/2022**
**Wage Rate per Hour: $59.50**
**Supplemental Benefit Rate per Hour: $49.83**
**Overtime Wage Rate: $6.50 above the "Painters on Structural Steel" overtime rate.**

## Overtime Description

**Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.**

## Overtime

**Time and one half the regular rate after 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
**Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.**

**(Local #806)**

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# PAPERHANGER

## Paperhanger

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.87**
**Supplemental Benefit Rate per Hour: $37.49**
**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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.85**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## Paver & Roadbuilder - Laborer

**Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.98**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.45**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## Production Paver & Roadbuilder - Raker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.85**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.98**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

### Overtime Description
**If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.**

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

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

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**

### Paid Holidays
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**

### Shift Rates
**When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate since only one half (1/2) hour is allowed for meal time.**
**When two or more shifts are employed, single time will be paid for each shift.**

**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 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.**

**(Local #1010)**

# PLASTERER

## Plasterer

**Effective Period: 7/1/2021 - 7/31/2021**
**Wage Rate per Hour: $45.73**
**Supplemental Benefit Rate per Hour: $30.37**

**Effective Period: 8/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.00**
**Supplemental Benefit Rate per Hour: $28.20**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.**

**(Local #262)**

# PLASTERER - TENDER

## Plasterer - Tender

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.20**
**Supplemental Benefit Rate per Hour: $31.24**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Washington's Birthday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.**

**(Mason Tenders District Council)**

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# PLUMBER

## Plumber

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.25**
**Supplemental Benefit Rate per Hour: $39.95**
**Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.**

## Plumber - Temporary Services

**Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.08**
**Supplemental Benefit Rate per Hour: $31.88**

## 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**

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

## Plumber

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.37**
**Supplemental Benefit Rate per Hour: $18.31**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $49.47**
**Supplemental Benefit Rate per Hour: $28.68**

## 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

## Oil Trades (Installation and Maintenance)

## Plumber - Pump & Tank

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $69.33**
**Supplemental Benefit Rate per Hour: $27.98**

## Overtime

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

## Overtime Holidays

**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays

**None**

## Shift Rates

**All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate**

**(Plumbers Local #1)**

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# POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
## (Exterior Building Renovation)

### Journeyperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.77**
**Supplemental Benefit Rate per Hour: $29.91**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Time and one half the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential.**

**(Bricklayer District Council)**

# ROOFER

### Roofer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.25**
**Supplemental Benefit Rate per Hour: $34.81**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Time and one half the regular rate for Sunday.**

## Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates
**Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.**

**(Local #8)**

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# SHEET METAL WORKER

## Sheet Metal Worker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.36**
**Supplemental Benefit Rate per Hour: $53.34**
**Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.**

## Sheet Metal Worker - Fan Maintenance

**(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.09**
**Supplemental Benefit Rate per Hour: $53.34**

## Sheet Metal Worker - Duct Cleaner

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.49**
**Supplemental Benefit Rate per Hour: $11.94**

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

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.**

**For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.**

**(Local #28)**

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

## Sheet Metal Specialty Worker

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.18**
**Supplemental Benefit Rate per Hour: $26.87**
**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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# SHIPYARD WORKER

## Shipyard Mechanic - First Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.50**
**Supplemental Benefit Rate per Hour: $3.95**

## Shipyard Mechanic - Second Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.07**
**Supplemental Benefit Rate per Hour: $3.59**

## Shipyard Laborer - First Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.40**
**Supplemental Benefit Rate per Hour: $3.75**

## Shipyard Laborer - Second Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.38**
**Supplemental Benefit Rate per Hour: $3.52**

## Shipyard Dockhand - First Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.57**
**Supplemental Benefit Rate per Hour: $3.68**

## Shipyard Dockhand - Second Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.28**
**Supplemental Benefit Rate per Hour: $3.52**

### Overtime Description
**Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.**

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

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

**Based on Survey Data**

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

## Sign Erector

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.29**
**Supplemental Benefit Rate per Hour: $57.49**

### 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**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Election Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Shift Rates
**Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)**

**(Local #137)**

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# STEAMFITTER

## Steamfitter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $59.05**
**Supplemental Benefit Rate per Hour: $58.14**
**Supplemental Note: Overtime supplemental benefit rate: $115.54**

## Steamfitter -Temporary Services

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.88**
**Supplemental Benefit Rate per Hour: $47.31**

## Overtime Description
**Double time after a 7 hour day except for Temporary Services.**

## Overtime
**Double time the regular time rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates
**May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.**

**Local 638**

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# STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
## (Maintenance and Installation Service Person)

## Refrigeration and Air Conditioner Mechanic

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $42.85**
**Supplemental Benefit Rate per Hour: $19.46**

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

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Independence Day**
**Labor Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

**Double time and one half the regular rate for work on the following holiday(s).**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Columbus Day**

## Paid Holidays
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

**(Local #638-B)**

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# STONE MASON - SETTER

## Stone Mason - Setter

**(Assisted by Derrickperson and Rigger)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.43**
**Supplemental Benefit Rate per Hour: $48.52**

## Overtime
**Time and one half the regular rate after a 7 hour day.**
**Time and one half the regular rate for Saturday.**

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

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

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

## Shift Rates
**For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.**

**(Bricklayers District Council)**

---

# TAPER

## Drywall Taper

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.47**
**Supplemental Benefit Rate per Hour: $29.06**

## 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.**

**(Local #1974)**

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# TELECOMMUNICATION WORKER

**(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)**

## Telecommunication Worker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.03**
**Supplemental Benefit Rate per Hour: $23.15**
**Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.**

## Overtime

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

## Overtime Holidays

**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Lincoln's Birthday**
**Washington's Birthday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Election Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays

**New Year's Day**
**Lincoln's Birthday**
**Washington's Birthday**
**Memorial Day**
**Independence Day**

**Labor Day**
**Columbus Day**
**Election Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**
**Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday**

## Shift Rates
**For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.**

## Vacation
**After 6 months.....one week.**
**After 12 months but less than 7 years.....two weeks.**
**After 7 or more but less than 15 years.....three weeks.**
**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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.71**
**Supplemental Benefit Rate per Hour: $35.10**

## 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.**

**(Local #7)**

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# TILE LAYER - SETTER

## Tile Layer - Setter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.42**
**Supplemental Benefit Rate per Hour: $39.75**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.50**
**Supplemental Benefit Rate per Hour: $52.94**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

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

### Paid Holidays
**None**

### Shift Rates
**Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. Benefits for off-shift work shall be paid at the straight time rate.**

**(Local #1536)**

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# TUNNEL WORKER

## Blasters, Mucking Machine Operators (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.58**
**Supplemental Benefit Rate per Hour: $60.19**

## Tunnel Workers (Compressed Air Rates)

**Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $66.14**
**Supplemental Benefit Rate per Hour: $58.29**

## Top Nipper (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $65.04**
**Supplemental Benefit Rate per Hour: $57.14**

## Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $63.74**
**Supplemental Benefit Rate per Hour: $56.20**

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $63.74**
**Supplemental Benefit Rate per Hour: $56.20**

## Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.04**
**Supplemental Benefit Rate per Hour: $52.83**

## Blasters (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $65.41**
**Supplemental Benefit Rate per Hour: $57.80**

## Tunnel Workers (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $62.58**
**Supplemental Benefit Rate per Hour: $55.38**

## All Others (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour:** **$57.84**
**Supplemental Benefit Rate per Hour:** **$51.26**

## Microtunneling (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$50.06**
**Supplemental Benefit Rate per Hour:** **$44.30**

### Overtime Description

**For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.**
**For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.**
**For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.**
**For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.**

### Paid Holidays

**New Year's Day**
**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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# UTILITY LOCATOR
## (Locate & mark underground utilities for street excavation.)

## Utility Locator (Year 7 and above)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$31.56**
**Supplemental Benefit Rate per Hour:** **$1.43**

## Utility Locator (Year 5 - 6)

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $22.85**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 4)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.54**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 3)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.30**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 2)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.13**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 1)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.04**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Up to 1 year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.00**
**Supplemental Benefit Rate per Hour: $1.43**
**Supplemental Note: No benefits for the first 90 days of employment.**

### Overtime
**Time and one half the regular rate for work on the following holiday(s).**
**Time and one half the regular hourly rate after 40 straight time hours in any work week.**

### Paid Holidays
**New Year's Day**
**Memorial Day**
**Independence Day**
**Thanksgiving Day**
**Christmas Day**

### Shift Rates
**10% shift differential to employees working any shift starting between noon and 5 AM.**

### Vacation

**For up to 1 year 0 hours**
**For year 1 - 2 48 hours per year**
**For year 3 - 9 96 hours per year**
**For year 10 or more 144 hours per year**

**Sick Days:**
**For up to 1 year employee receives 40 hours paid sick leave.**
**For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.**
**For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.**
**For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.**

**(C.W.A.)**

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# WELDER

## TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

# OFFICE OF THE COMPTROLLER

# CITY OF NEW YORK

# CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.**

**Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.**

# TABLE OF CONTENTS

| CLASSIFICATION | PAGE |
|---|---|
| BOILERMAKER | 3 |
| BRICKLAYER | 4 |
| CARPENTER | 5 |
| CARPENTER - HIGH RISE CONCRETE FORMS | 5 |
| CEMENT MASON | 6 |
| CEMENT AND CONCRETE WORKER | 7 |
| DERRICKPERSON & RIGGER (STONE) | 7 |
| DOCKBUILDER/PILE DRIVER | 8 |
| ELECTRICIAN | 9 |
| ELEVATOR CONSTRUCTOR | 10 |
| ELEVATOR REPAIR & MAINTENANCE | 11 |
| ENGINEER | 12 |
| ENGINEER - OPERATING | 13 |
| FLOOR COVERER | 14 |
| GLAZIER | 14 |
| HAZARDOUS MATERIAL HANDLER | 15 |
| HEAT & FROST INSULATOR | 16 |
| HOUSE WRECKER | 16 |
| IRON WORKER - ORNAMENTAL | 17 |
| IRON WORKER - STRUCTURAL | 18 |
| LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON) | 18 |
| MARBLE MECHANICS | 19 |
| MASON TENDER | 21 |
| METALLIC LATHER | 21 |
| MILLWRIGHT | 22 |
| PAINTER | 23 |
| PAINTER - METAL POLISHER | 24 |
| PAINTER - STRUCTURAL STEEL | 24 |
| PAVER AND ROADBUILDER | 25 |
| PLASTERER | 25 |
| PLASTERER - TENDER | 26 |
| PLUMBER | 27 |
| POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER | 28 |
| ROOFER | 29 |
| SHEET METAL WORKER | 29 |
| SIGN ERECTOR | 30 |
| STEAMFITTER | 32 |
| STEAMFITTER - REFRIGERATION & AIR CONDITIONER | 33 |
| STONE MASON - SETTER | 33 |
| TAPER | 34 |
| TILE LAYER - SETTER | 35 |
| TIMBERPERSON | 36 |

# BOILERMAKER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Boilermaker (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $33.12**

### Boilermaker (Second Year: 1st Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $35.05**

### Boilermaker (Second Year: 2nd Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $37.01**

### Boilermaker (Third Year: 1st Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $38.92**

### Boilermaker (Third Year: 2nd Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 85% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $40.87**

### Boilermaker (Fourth Year: 1st Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $42.82**

### Boilermaker (Fourth Year: 2nd Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 95% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $44.74**

**(Local #5)**

# BRICKLAYER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Bricklayer (First 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Second 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Third 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Fourth 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Fifth 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Sixth 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 95% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

**(Bricklayer District Council)**

# CARPENTER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Carpenter (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $19.55**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $16.35**

**Wage Rate Per Hour For Heavy Apprentice: $23.37**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

### Carpenter (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $22.55**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $17.85**

**Wage Rate Per Hour For Heavy Apprentice: $28.97**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

### Carpenter (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $26.80**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $21.45**

**Wage Rate Per Hour For Heavy Apprentice: $37.35**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

### Carpenter (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $34.68**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $23.45**

**Wage Rate Per Hour For Heavy Apprentice: $45.74**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

**(Carpenters District Council)**

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# CARPENTER - HIGH RISE CONCRETE FORMS
## (Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

## Carpenter - High Rise (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.27**
**Supplemental Benefit Rate per Hour: $16.55**

## Carpenter - High Rise (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.70**
**Supplemental Benefit Rate per Hour: $16.73**

## Carpenter - High Rise (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.28**
**Supplemental Benefit Rate per Hour: $16.95**

## Carpenter - High Rise (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.90**
**Supplemental Benefit Rate per Hour: $17.20**

**(Carpenters District Council)**

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# CEMENT MASON
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

## Cement Mason (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.57**
**Supplemental Benefit Rate per Hour: $15.61**

## Cement Mason (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.40**
**Supplemental Benefit Rate per Hour: $15.91**

## Cement Mason (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.68**
**Supplemental Benefit Rate per Hour: $16.02**

**(Local #780)**

---

# CEMENT AND CONCRETE WORKER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Cement & Concrete Worker (First 1333 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 53% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.79**

### Cement & Concrete Worker (Second 1333 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 69% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $19.72**

### Cement & Concrete Worker (Last 1334 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 85% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $21.30**

**(Cement Concrete Workers District Council)**

---

# DERRICKPERSON & RIGGER (STONE)
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Derrickperson & Rigger (stone) - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate**

## Derrickperson & Rigger (stone) - Second Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate**

## Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate**

## Derrickperson & Rigger (stone) - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate**

**(Local #197)**

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# DOCKBUILDER/PILE DRIVER
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

## Dockbuilder/Pile Driver (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $23.37**
**Supplemental Benefit Rate Per Hour: $35.49**

## Dockbuilder/Pile Driver (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $28.97**
**Supplemental Benefit Rate Per Hour: $35.49**

## Dockbuilder/Pile Driver (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $37.35**
**Supplemental Benefit Rate Per Hour: $35.49**

## Dockbuilder/Pile Driver (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $45.74**

**Supplemental Benefit Rate Per Hour: $35.49**

**(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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.25**
**Supplemental Benefit Rate per Hour: $14.93**
**Overtime Supplemental Rate Per Hour: $16.07**

### Electrician (First Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.75**
**Supplemental Benefit Rate per Hour: $15.19**
**Overtime Supplemental Rate Per Hour: $16.36**

### Electrician (Second Term: 0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.75**
**Supplemental Benefit Rate per Hour: $15.70**
**Overtime Supplemental Rate Per Hour: $16.95**

### Electrician (Second Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.75**
**Supplemental Benefit Rate per Hour: $16.22**
**Overtime Supplemental Rate Per Hour: $17.53**

### Electrician (Third Term: 0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.75**
**Supplemental Benefit Rate per Hour: $16.74**
**Overtime Supplemental Rate Per Hour: $18.11**

### Electrician (Third Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.75**
**Supplemental Benefit Rate per Hour: $17.26**
**Overtime Supplemental Rate Per Hour: $18.70**

## Electrician (Fourth Term: 0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.75**
**Supplemental Benefit Rate per Hour: $17.77**
**Overtime Supplemental Rate Per Hour: $19.28**

## Electrician (Fourth Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.75**
**Supplemental Benefit Rate per Hour: $18.81**
**Overtime Supplemental Rate Per Hour: $20.45**

## Electrician (Fifth Term: 0-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.00**
**Supplemental Benefit Rate per Hour: $22.06**
**Overtime Supplemental Rate Per Hour: $23.70**

## Electrician (Fifth Term: 13-18 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.50**
**Supplemental Benefit Rate per Hour: $24.45**
**Overtime Supplemental Rate Per Hour: $26.38**

### Overtime Description
**Overtime Wage paid at time and one half the regular rate**

**(Local #3)**

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# ELEVATOR CONSTRUCTOR
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

## Elevator (Constructor) - First Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $32.76**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $33.38**

## Elevator (Constructor) - Second Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $33.31**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $33.96**

## Elevator (Constructor) - Third Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Rate Per Hour: $34.42**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Rate Per Hour: $35.10**

## Elevator (Constructor) - Fourth Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $35.52**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $36.24**

**(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: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $32.71**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $33.33**

## Elevator Service/Modernization Mechanic (Second Year)

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $33.26**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $33.90**

## Elevator Service/Modernization Mechanic (Third Year)

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $34.35**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $35.03**

## Elevator Service/Modernization Mechanic (Fourth Year)

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $35.45**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $36.17**

**(Local #1)**

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

## Engineer - First Year

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $25.38**
**Supplemental Benefit Rate per Hour: $28.51**

## Engineer - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.72**
**Supplemental Benefit Rate per Hour: $28.51**

## Engineer - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.89**
**Supplemental Benefit Rate per Hour: $28.51**

## Engineer - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.06**
**Supplemental Benefit Rate per Hour: $28.51**

**(Local #15)**

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# ENGINEER - OPERATING
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

## Operating Engineer - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate**
**Supplemental Benefit Per Hour: $24.05**

## Operating Engineer - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate**
**Supplemental Benefit Per Hour: $24.05**

## Operating Engineer - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate**
**Supplemental Benefit Per Hour: $24.05**

**(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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.55**
**Supplemental Benefit Rate per Hour: $16.35**

### Floor Coverer (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $27.55**
**Supplemental Benefit Rate per Hour: $17.85**

### Floor Coverer (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.80**
**Supplemental Benefit Rate per Hour: $21.45**

### Floor Coverer (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.68**
**Supplemental Benefit Rate per Hour: $23.45**

**(Carpenters District Council)**

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# GLAZIER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Glazier (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**

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

## Glazier (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

## Glazier (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

## Glazier (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate**

**(Local #1281)**

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# HAZARDOUS MATERIAL HANDLER
### (Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

## Handler (First 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 78% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

## Handler (Second 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

## Handler (Third 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 83% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

## Handler (Fourth 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 89% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

**(Local #78)**

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# HEAT & FROST INSULATOR
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Heat & Frost Insulator (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate**

### Heat & Frost Insulator (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

### Heat & Frost Insulator (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

### Heat & Frost Insulator (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.20**
**Supplemental Benefit Rate per Hour: $10.07**

## House Wrecker - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.15**
**Supplemental Benefit Rate per Hour: $10.07**

## House Wrecker - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.65**
**Supplemental Benefit Rate per Hour: $10.07**

## House Wrecker - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.15**
**Supplemental Benefit Rate per Hour: $10.07**

**(Mason Tenders District Council)**

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

## Iron Worker (Ornamental) - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.63**
**Supplemental Benefit Rate per Hour: $17.61**

## Iron Worker (Ornamental) - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.22**
**Supplemental Benefit Rate per Hour: $18.86**

## Iron Worker (Ornamental) - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $27.80**
**Supplemental Benefit Rate per Hour: $20.12**

## Iron Worker (Ornamental) - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.38**
**Supplemental Benefit Rate per Hour: $21.38**

**(Local #580)**

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# IRON WORKER - STRUCTURAL
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

## Iron Worker (Structural) - 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.21**
**Supplemental Benefit Rate per Hour: $57.12**

## Iron Worker (Structural) - 7- 18 Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.81**
**Supplemental Benefit Rate per Hour: $57.12**

## Iron Worker (Structural) - 19 - 36 months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.42**
**Supplemental Benefit Rate per Hour: $57.12**

**(Local #40 and #361)**

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# LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
**(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)**

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

**(Local #731)**

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# MARBLE MECHANICS
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Cutters & Setters - First 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate**

**NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)**

## Cutters & Setters - Second 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate**

## Cutters & Setters - Third 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

## Cutters & Setters - Fourth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate**

## Cutters & Setters - Fifth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

## Cutters & Setters - Sixth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate**

## Cutters & Setters - Seventh 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate**

## Cutters & Setters - Eighth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate**

## Cutters & Setters - Ninth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate**

## Cutters & Setters - Tenth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate**

## Polishers & Finishers - First 900 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate**

**NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)**

## Polishers & Finishers - Second 900 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate**

## Polishers & Finishers - Third 900 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate**

**(Local #7)**

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# MASON TENDER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Mason Tender - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.20**
**Supplemental Benefit Rate per Hour: $10.07**

## Mason Tender - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.15**
**Supplemental Benefit Rate per Hour: $10.07**

## Mason Tender - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.65**
**Supplemental Benefit Rate per Hour: $10.07**

## Mason Tender - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.15**
**Supplemental Benefit Rate per Hour: $10.07**

**(Local #79)**

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# METALLIC LATHER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Metallic Lather (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.00**
**Supplemental Benefit Rate per Hour: $17.87**

## Metallic Lather (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.00**
**Supplemental Benefit Rate per Hour: $16.87**

## Metallic Lather (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $33.10**
**Supplemental Benefit Rate per Hour: $21.32**

## Metallic Lather (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.60**
**Supplemental Benefit Rate per Hour: $21.82**

**(Local #46)**

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# MILLWRIGHT
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

## Millwright (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.74**
**Supplemental Benefit Rate per Hour: $35.19**

## Millwright (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $36.19**
**Supplemental Benefit Rate per Hour: $38.89**

## Millwright (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.64**
**Supplemental Benefit Rate per Hour: $43.24**

## Millwright (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.54**
**Supplemental Benefit Rate per Hour: $50.00**

**(Local #740)**

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# PAINTER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Painter - Brush & Roller - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.20**
**Supplemental Benefit Rate per Hour: $16.67**

## Painter - Brush & Roller - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.50**
**Supplemental Benefit Rate per Hour: $21.44**

## Painter - Brush & Roller - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $25.80**
**Supplemental Benefit Rate per Hour: $25.27**

## Painter - Brush & Roller - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.40**
**Supplemental Benefit Rate per Hour: $32.51**

**(District Council of Painters)**

# PAINTER - METAL POLISHER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Metal Polisher (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $16.00**
**Supplemental Benefit Rate per Hour: $7.36**
**New Construction - Wage Rate Per Hour: $16.39**
**Scaffold Over 34 Feet - Wage Rate Per Hour: $18.50**

### Metal Polisher (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.00**
**Supplemental Benefit Rate per Hour: $7.36**
**New Construction - Wage Rate Per Hour: $17.44**
**Scaffold Over 34 Feet - Wage Rate Per Hour: $19.50**

### Metal Polisher (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.00**
**Supplemental Benefit Rate per Hour: $7.36**
**New Construction - Wage Rate Per Hour: $18.54**
**Scaffold Over 34 Feet - Wage Rate Per Hour: $20.50**

**(Local 8A-28)**

# PAINTER - STRUCTURAL STEEL
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Painters - Structural Steel (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate**

### Painters - Structural Steel (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

### Painters - Structural Steel (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate**

**(Local #806)**

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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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.86**
**Supplemental Benefit Rate per Hour: $23.55**

### Paver and Roadbuilder - Second Year (Minimum 1000 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.50**
**Supplemental Benefit Rate per Hour: $23.55**

**(Local #1010)**

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## PLASTERER
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**
**(Each Term is 800 Hours.)**

### Plasterer - First Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $17.48**

## Plasterer - Second Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Rate Per Hour: $18.63**

## Plasterer - Third Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $20.93**

## Plasterer - Fourth Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $22.10**

**(Local #262)**

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# PLASTERER - TENDER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Plasterer Tender - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.20**
**Supplemental Benefit Rate per Hour: $10.07**

## Plasterer Tender - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.15**
**Supplemental Benefit Rate per Hour: $10.07**

## Plasterer Tender - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.65**
**Supplemental Benefit Rate per Hour: $10.07**

## Plasterer Tender - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour:** **$26.15**
**Supplemental Benefit Rate per Hour:** **$10.07**

**(Local #79)**

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# PLUMBER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Plumber - First Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$16.78**
**Supplemental Benefit Rate per Hour:** **$5.43**

### Plumber - First Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$19.78**
**Supplemental Benefit Rate per Hour:** **$6.43**

### Plumber - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$28.36**
**Supplemental Benefit Rate per Hour:** **$21.19**

### Plumber - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$30.46**
**Supplemental Benefit Rate per Hour:** **$21.19**

### Plumber - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$33.31**
**Supplemental Benefit Rate per Hour:** **$21.19**

### Plumber - Fifth Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$34.71**

**Supplemental Benefit Rate per Hour: $21.19**

## Plumber - Fifth Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.78**
**Supplemental Benefit Rate per Hour: $21.19**

**(Plumbers Local #1)**

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# POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
## (Exterior Building Renovation)
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.92**
**Supplemental Benefit Rate per Hour: $14.81**

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.58**
**Supplemental Benefit Rate per Hour: $19.86**

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.63**
**Supplemental Benefit Rate per Hour: $23.61**

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.44**
**Supplemental Benefit Rate per Hour: $24.61**

**(Bricklayer District Council)**

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# ROOFER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

### Roofer - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 35% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $3.51**

### Roofer - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $17.54**

### Roofer - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $20.99**

### Roofer - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $26.18**

**(Local #8)**

# SHEET METAL WORKER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Sheet Metal Worker (0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 25% of Journeyperson's rate**
**Supplemental Rate Per Hour: $6.76**

### Sheet Metal Worker (7-18 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 35% of Journeyperson's rate**
**Supplemental Rate Per Hour: $19.55**

## Sheet Metal Worker (19-30 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 45% of Journeyperson's rate**
**Supplemental Rate Per Hour: $26.65**

## Sheet Metal Worker (31-36 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $31.50**

## Sheet Metal Worker (37-42 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $31.50**

## Sheet Metal Worker (43-48 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $38.78**

## Sheet Metal Worker (49-54 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $38.78**

## Sheet Metal Worker (55-60 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Rate Per Hour: $43.65**

**(Local #28)**

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

## Sign Erector - First Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 35% of Journeyperson's rate**
**Supplemental Rate Per Hour: $16.51**

## Sign Erector - First Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 40% of Journeyperson's rate**
**Supplemental Rate Per Hour: $18.74**

## Sign Erector - Second Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 45% of Journeyperson's rate**
**Supplemental Rate Per Hour: $20.96**

## Sign Erector - Second Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $23.21**

## Sign Erector - Third Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $31.44**

## Sign Erector - Third Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Rate Per Hour: $34.20**

## Sign Erector - Fourth Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Rate Per Hour: $37.76**

## Sign Erector - Fourth Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $40.62**

## Sign Erector - Fifth Year

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $43.44**

## Sign Erector - Sixth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Rate Per Hour: $46.27**

**(Local #137)**

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# STEAMFITTER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Steamfitter - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate**

## Steamfitter - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.**

## Steamfitter - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.**

## Steamfitter - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.**

## Steamfitter - Fifth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.**

**(Local #638)**

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# STEAMFITTER - REFRIGERATION & AIR CONDITIONER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Refrigeration & Air Conditioner (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.75**
**Supplemental Benefit Rate per Hour: $12.99**

### Refrigeration & Air Conditioner (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $25.04**
**Supplemental Benefit Rate per Hour: $14.23**

### Refrigeration & Air Conditioner (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.17**
**Supplemental Benefit Rate per Hour: $15.53**

### Refrigeration & Air Conditioner (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.22**
**Supplemental Benefit Rate per Hour: $17.29**

**(Local #638-B)**

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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: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

### Stone Mason - Setters - Second 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**

**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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.97**
**Supplemental Benefit Rate per Hour: $13.55**

## Drywall Taper - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.24**
**Supplemental Benefit Rate per Hour: $20.31**

## Drywall Taper - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.08**
**Supplemental Benefit Rate per Hour: $22.06**

## Drywall Taper - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.78**
**Supplemental Benefit Rate per Hour: $25.56**

**(Local #1974)**

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

## Tile Layer - Setter - First 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour:35% of Journeyperson's rate**

## Tile Layer - Setter - Second 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour 40% of Journeyperson's rate**

## Tile Layer - Setter - Third 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

## Tile Layer - Setter - Fourth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate**

## Tile Layer - Setter - Fifth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

## Tile Layer - Setter - Sixth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate**

## Tile Layer - Setter - Seventh 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate**

## Tile Layer - Setter - Eighth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate**

## Tile Layer - Setter - Ninth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour:80% of Journeyperson's rate**

## Tile Layer - Setter - Tenth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate**

**(Local #7)**

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# TIMBERPERSON
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

## Timberperson - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $21.42**
**Supplemental Rate Per Hour: $35.22**

## Timberperson - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $26.53**
**Supplemental Rate Per Hour: $35.22**

## Timberperson - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $34.18**

**Supplemental Rate Per Hour: $35.22**

## Timberperson - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $41.84**
**Supplemental Rate Per Hour: $35.22**

**(Local #1536)**

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

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

*prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.*

*As always, your cooperation is appreciated.*

*LAM:er*
*ACCO.SECURITY AT SITES*

Department of Design and Construction

# DIVISION OF INFRASTRUCTURE
## BUREAU OF DESIGN

# VOLUME 2 OF 3

_____

***Contractor***

_____

**Dated_____, 20___**

_____

**APPROVED AS TO FORM**
**CERTIFIED AS TO LEGAL AUTHORITY**

_____

***Acting Corporation Counsel***

_____

**Dated_____, 20___**

Department of Design and Construction

# DIVISION OF INFRASTRUCTURE
## BUREAU OF DESIGN

# VOLUME 2 OF 3

**PROJECT ID: HWCSCHPBX**

**RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**
**PS 159/51**
**E. 185TH ST. AND BATHGATE AVE**
**E. 187TH ST. AND WASHINGTON AVE.**
**ST. LUKES**
**E. 138TH ST. AND CYPRESS AVE.**
**E. 137TH ST. AND ST. ANN'S AVE.**
**E. 138TH ST. AND ST. ANN'S AVE.**
**PS 73**
**E. 164TH ST. AND GERARD AVE.**
**PS 340**
**E. 196TH ST. AND JEROME AVE.**
**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING, SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

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

_____

***Contractor***

_____

**Dated**_____**, 20**___

_____

**APPROVED AS TO FORM**
**CERTIFIED AS TO LEGAL AUTHORITY**

_____

***Acting Corporation Counsel***

_____

**Dated**_____**, 20**___

_____

Department of Design and Construction

**THE CITY OF NEW YORK**
**DEPARTMENT OF DESIGN AND CONSTRUCTION**
**DIVISION OF INFRASTRUCTURE**
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

*TO BE FILLED IN BY THE BIDDER*:

BIDDER'S NAME:

_____

_____

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

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

*DDC CLIENT AGENCY*:
**THE DEPARTMENT OF TRANSPORTATION**
*PREPARED BY*:
**GEDEON GRC CONSULTING**
*DATE PREPARED*:
**DECEMBER 16, 2021**

# VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

# PROJECT ID: HWCSCHPBX

## SCHEDULE A SPECIFICATIONS AND REVISIONS TO STANDARD SPECIFICATIONS

**RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**

**PS 159/51**

**E. 185TH ST. AND BATHGATE AVE**

**E. 187TH ST. AND WASHINGTON AVE.**

**ST. LUKES**

**E. 138TH ST. AND CYPRESS AVE.**

**E. 137TH ST. AND ST. ANN'S AVE.**

**E. 138TH ST. AND ST. ANN'S AVE.**

**PS 73**

**E. 164TH ST. AND GERARD AVE.**

**PS 340**

**E. 196TH ST. AND JEROME AVE.**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING, SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

*TOGETHER WITH ALL WORK INCIDENTAL THERETO*

**BOROUGH OF THE BRONX**

**CITY OF NEW YORK**

# VOLUME 3 OF 3

# TABLE OF CONTENTS


| SECTION | DESCRIPTION | PAGES |
|---|---|---|
| SPECIFICATIONS | AND STANDARDS OF NEW YORK CITY | 1 OF 2 AND 2 OF 2 |
| SCHEDULE A | GENERAL CONDITIONS TO CONSTRUCTION CONTRACT | SA-1 TO SA-12 |
| | STANDARD DRAWINGS | 1 to 2 |
| R - PAGES | REVISIONS TO STANDARD SPECIFICATIONS | R-1 TO R-2 |
| I- PAGES | NEW SECTIONS | I-1 TO I-14 |
| S- PAGES | SPECIAL PROVISIONS | S-1 TO S-24 |
| JB - PAGES | JOINT BID | JB-1 TO JB-G3 |

(NO TEXT ON THIS PAGE)

# SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

a- The following New York City Department of Transportation (NYCDOT) reference documents are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page and https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec or for purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYC DOT Standard Details of Construction, July 2010 (Revised March 15, 2016)
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

b- The 2010 Americans with Disabilities Act (ADA) Standards; available online at: https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm

c- The 2013 Public Rights-of-Way Accessibility Guidelines (PROWAG); available online at: https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf

d- The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page or for pick up by calling (718) 391-1041 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.

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised January 2009
5. NYCDEP Water Main Standard Drawings, November 2010
6. Specifications for Trunk Main Work, July 2014
7. Standard Green Infrastructure Specifications September 1,2021
8. Water main work material specifications are available from the Department of Design and Construction, contact: Mr. Richard Jones, P.E., Tel. (718) 391-1417, E-mail: jonesri@ddc.nyc.gov

e- Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf

f- Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.
Contact: Mr. Ed Durkin, Tel. (718) 281-3933

g- 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

Joint Bidding Private Utility Work reference document "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN Issued August 1, 2005" is available online at:
http://www1.nyc.gov/site/ddc/resources/publications.page
or for pick up by calling (718) 391-2085 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.

# SCHEDULE A

## (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)

## PART I. REQUIRED INFORMATION

| | |
|---|---|
| **INFORMATION FOR BIDDERS SECTION 26 BID SECURITY**<br><br>The **Contractor** shall obtain a bid security in the amount indicated to the right. | Required provided the TOTAL BID PRICE set forth on the Bid Form is $1,000,000. or more.<br><br>Certified Check: 2% of Bid Amount<br>or<br>Bond: 10% of Bid Amount |
| **INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS**<br><br>The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right. | Required for contracts in the amount of $1,000,000 or more.<br><br>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price. |
| **INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS**<br><br>The **Contractor** shall provide the safety personnel as indicated to the right. | ■ Project Safety Representative<br><br>☐ Dedicated, full-time Project Safety Representative |
| **CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION**<br><br>The **Contractor** shall substantially complete the **Work** in the number of calendar days indicated to the right. | See Page SA-4 |
| **CONTRACT ARTICLE 15 LIQUIDATED DAMAGES**<br><br>If the **Contractor** fails to substantially complete the **Work** within the time fixed for substantial completion plus authorized time extensions or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the amount indicated to the right. | $2,500.00 for each consecutive calendar day over substantial completion time. |
| **CONTRACT ARTICLE 17. SUB-CONTRACTOR**<br><br>The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right. | Not to exceed 49 % of the **Contract** price |

| | |
|---|---|
| **CONTRACT ARTICLE 21.**<br>**RETAINAGE**<br><br>The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right. | 5 % of the value of the **Work** |
| **CONTRACT ARTICLE 22.**<br>**(Per Directions Below)** | See pages SA-5 through SA-12 |
| **CONTRACT ARTICLE 24.**<br>**DEPOSIT GUARANTEE**<br><br>As security for the faithful performance of its obligations, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to the percentage of the **Contract** price indicated to the right. | 1% of **Contract** price |
| **CONTRACT ARTICLE 24.**<br>**PERIOD OF GUARANTEE**<br><br>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right. | Eighteen (18) Months, excluding Trees and Plants<br><br>Twenty-four (24) Months for Trees and Plants |
| **CONTRACT ARTICLE 75.**<br>**COMPENSATION TO BE PAID TO CONTRACTOR**<br><br>The **City** shall pay and the **Contractor** shall accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein**,** the total sum **shown in the column to the right,** being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract.** | Amount for which the **Contract** was Awarded:<br><br>_____<br><br>_____ Dollars<br><br>($_____) |
| **CONTRACT ARTICLE 79.**<br>**PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT** | See M/WBE Utilization Plan in the PASSPort Procurement M/WBE Considerations Section. |

| | |
|---|---|
| **STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE**<br><br>If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected. | $ 500.00 for each calendar day of deficiency |
| **STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC** | $ 250.00 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.<br><br>$ 500.00 for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation. |
| **STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE**<br><br>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default. | $ 500.00 for each calendar day, for each occurrence |

**Date for Substantial Completion (Reference: Article 14)**

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 730 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

√ YES _____ NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

(a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.

(b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

| Month of Substantial Completion based on the Base Contract Duration | Number of Days of adjustment |
|---|---|
| **January** | 150 |
| **February** | 120 |
| **March** | 90 |
| **April** | 60 |
| **May** | 30 |
| **June** | 0 |
| **July** | 0 |
| **August** | 0 |
| **September** | 0 |
| **October** | 0 |
| **November –December 15** | 0 |
| **December 16 – December 31** | 180 |

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

## (GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

### PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

**Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:**

- **For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;**
- **Policy limits consistent with the requirements listed below;**
- **Additional insureds or loss payees consistent with the requirements listed below; and**
- **The number assigned to the Contract by the City (in the "Description of Operations" field).**

**Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract**

| Types of Insurance<br>(per Article 22 in its entirety, including listed paragraph) | Minimum Limits and Special Conditions |
|---|---|
| ■ Commercial General Liability Art. 22.1.1 | The minimum limits shall be $ 3,000,000 per occurrence and $ 6,000,000 per project aggregate applicable to this **Contract.**<br><br>Additional Insureds:<br>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,<br>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).<br>3. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation |

| | |
|---|---|
| ■ Workers' Compensation Art. 22.1.2<br>■ Disability Benefits Insurance Art. 22.1.2<br>■ Employers' Liability Art. 22.1.2<br>☐ Jones Act Art. 22.1.3<br>☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 | Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.<br><br>**Note:** The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.<br><br>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.<br><br>■ Additional Requirements:<br>(1) NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.<br>(2) Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004. |
| ☐ Builders' Risk Art. 22.1.4 | ☐ Required: 100% of total bid amount<br><br>☐ Required: 100 % of total bid amount for Item(s):<br><br>**Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear.<br><br>If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance.<br><br>Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety. |

| | |
|---|---|
| ■ Commercial Auto Liability Art. 22.1.5 | $ 2,000,000 per accident combined single limit<br>If vehicles are used for transporting hazardous materials, the **Contractor** shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and |
| ☐Contractors Pollution Liability Art. 22.1.6 | $ 5,000,000 per occurrence<br>$ 5,000,000 aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |
| ☐ Marine Protection and Indemnity Art. 22.1.7(a) | $_____ each occurrence<br>$_____ aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |
| ☐ Hull and Machinery Insurance Art. 22.1.7(b) | $_____ per occurrence<br>$_____ aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |

| | |
|---|---|
| ☐ Marine Pollution Liability Art. 22.1.7(c) | $ 1,000,000 per occurrence<br>$ 1,000,000 aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |
| [OTHER] Art. 22.1.8<br>■ Railroad Protection Liability Policy<br>(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:<br>• Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.<br>• 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.<br>• 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<br>$ 6,000,000 annual aggregate<br>Named Insureds:<br>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<br><br>■ Engineer's Field Office<br><br>**Section 6.40, Standard Highway Specifications** | Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>$40,000</u> |

[OTHER] Art. 22.1.8

☐ The Following Additional Insurance Must Be Provided:

**Umbrella/Excess Liability Insurance** - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of $10,000,000 per Occurrence and $10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

Per **Article 22.2.5** of the **Standard Construction Contract:** The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

# SCHEDULE A
## (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
## (GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

## PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

## CITY OF NEW YORK

## CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____
[Name of broker or agent (typewritten)]

_____
[Address of broker or agent (typewritten)]

_____
[Email address of broker or agent (typewritten)]

_____
[Phone number/Fax number of broker or agent (typewritten)]

_____
[Signature of authorized official, broker, or agent]

_____
[Name and title of authorized official, broker, or agent (typewritten)]

State of ……)
) ss.:
County of ……)

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

_____
NOTARY PUBLIC FOR THE STATE OF _____

## SCHEDULE A

## (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

## PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

(NO FURTHER TEXT ON THIS PAGE)

# Standard Drawings

| Drawing No. | Drawing Description | Agency |
|---|---|---|
| H-1003A | PEDESTRIAN CROSSWALKS – MALL TYPE A | NYCDOT |
| H-1003B | PEDESTRIAN CROSSWALKS – MALL TYPE B | NYCDOT |
| H-1010 | STEEL FACED CURB/STEEL FACING TYPE D | NYCDOT |
| H-1011 | SIDEWALK PEDESTRIAN RAMPS | NYCDOT |
| H-1012 | TIMBER CURB | NYCDOT |
| H-1013 | ILLUMINATED TIMBER BARRICADE | NYCDOT |
| H-1014 | TEMPORARY PEDESTRIAN STEEL BARRICADE | NYCDOT |
| H-1015 | STEEL FACED DROP CURB DRIVEWAYS | NYCDOT |
| H-1031 | TYPICAL PAVEMENT KEY | NYCDOT |
| H-1034 | TYPICAL CONSTRUCTION JOINTS FOR CONCRETE BASE FOR PAVEMENT | NYCDOT |
| H-1035 | REINFORCED CONCRETE CURB & DROP CURB | NYCDOT |
| H-1040 | TRANSVERSE CONSTRUCTION JOINT FOR CONCRETE BASE AND PAVEMENT | NYCDOT |
| H-1042 A | STANDARD TRENCH RESTORATION/LOCAL LAW #14 | NYCDOT |
| H-1042 B | CONCRETE PAVEMENT RESTORATION | NYCDOT |
| H-1043 | STEEL FACED CURB STEEL FACING TYPE D FOR STRUCTURES | NYCDOT |
| H-1044 | CONCRETE CURB | NYCDOT |
| H-1045 | CONCRETE SIDEWALK | NYCDOT |
| H-1046 | STREET TREE PLANTING DETAIL – TYPE I | NYCDOT |
| H-1046A | PROTECTIVE TREE BARRIER | NYCDOT |
| H-1047 | TYPICAL CURB DETAIL AT EXISTING TREES | NYCDOT |
| H-1049 | PLASTIC BARREL ITEM 6.87 | NYCDOT |
| H-1053 | DETAILS FOR CONSTRUCTION AREA OF ADJUSTMENT AND TRANSITION SECTIONS | NYCDOT |

| Drawing No. | Drawing Description | Agency |
|---|---|---|
| H-1054 | LIMITS OF MEASUREMENT FOR PAYMENT OF TEMPORARY ASPHALT PAVEMENT | NYCDOT |
| H-1055 | PAVEMENT KEY TPE A, B-1, B-2, C | NYCDOT |
| 608-01 | SIDEWALK CURB RAMP DETAILS | NYSDOT |

**NOTES** 1. OTHER AGENCY STANDARDS AND REFERENCE DRAWINGS TO BE USED WHERE APPLICABLE

2. NYCDOT Standard Drawing number H-1011 dated 7/1/10, SIDEWALK PEDESTRIAN RAMPS is no longer to be used for the purpose of determining geometry, dimensions, and tolerances for the construction of sidewalk ramps. NYSDOT Standard Sheet 608-01 (Pedestrian Facilities) must be used for determining geometry, dimensions, and tolerances for the construction of sidewalk ramps, except that Type 8 must not be used. All requirements of the NYCDOT Standard Highway Specifications will still apply; this does not mandate or allow the use of any NYSDOT Standard Specifications as an alternate unless specifically called for in the contract documents. NYSDOT Standard Sheet 608-01 is available at the following link:

https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us

R - PAGES

# REVISIONS TO STANDARD SPECIFICATIONS

## NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- *SB 17-011 – SUPERSEDED BY SB 21-004*

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES
- SB 19-001 – RESTORATION OF PAVEMENT SURFACE
- SB 19-002 – SCHEDULE OF OPERATIONS
- SB 21-001 – SALVAGEABLE MATERIALS
- SB 21-002 – HYDRANTS
- SB 21-003 – BACK UP ALARMS, MAINTENANCE OF SITE
- SB 21-004 – DETECTABLE WARNING UNITS

The SB(s) are available online at: http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

**(NO FURTHER TEXT THIS PAGE)**

# I - PAGES NEW SECTIONS

## NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS MUST BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

(NO TEXT ON THIS PAGE)

# TABLE OF CONTENTS


| SECTION | DESCRIPTION | PAGE NO. |
|---|---|---|
| 6.39 –B | MOBILIZATION | I-1 |
| 7.35 | PEDESTRIAN CHANNELIZER | I-3 |
| 7.70TPR | TEMPORARY PEDESTRIAN RAMP | I-5 |
| 8.32 | Bark Chip Mulch | I-7 |
| 8.52 | Allowance for Wayfinding Totems | I-8 |
| 8.52 FP | STEEL FOUNDATION PLATE | I-10 |
| 8.52 PT | PAVING TRAY | I-11 |
| 8.52 WSF | Wayfinding Sign Footing | I-12 |

(NO TEXT ON THIS PAGE)

# SECTION 6.39 B - MOBILIZATION

## 6.39.1. DESCRIPTION.

Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

## 6.39.2. MATERIALS.

Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

## 6.39.3. CONSTRUCTION METHODS.

Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

## 6.39.4. PRICE TO COVER.

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per Section 6.40 of the NYCDOT Standard Highway Specifications;

2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;

3. The Schedule of Operations (project baseline schedule) per Section 1.06.25 of the NYCDOT Standard Highway Specifications;

4. The Progress Schedule per Standard Construction Contract Article 9;

5. Preconstruction Photographs per Section 6.43 D of the NYCDOT Standard Highway Specifications are submitted to the Engineer; and

6. Construction Report per Item 76.11CR of the NYCDEP Standard Sewer and Water Main Specifications, if item is required as part of the Contract.

However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate amount of this item (hereinafter referred to as the "Adjusted Mobilization Payment") based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price + Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under the original price bid for the Contract, then any monies owed by the City

due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

*Payment will be made under:*

| Item No. | Item | Pay Unit |
|---|---|---|
| 6.39 B | MOBILIZATION | L.S. |

# SECTION 7.35
# PEDESTRIAN CHANNELIZER

**7.35.1. INTENT.** This section describes the work of providing interlocking Pedestrian Channelizers to be used as temporary pedestrian access route between pedestrian and construction work areas when directed by the Engineer.

Pedestrian channelizer must provide the same level of pedestrian guidance as concrete or plastic barrier, but should be light weight, easier to transport, install and remove with interlocking arrangements.

**7.35.2. MATERIALS.** The work will consist of furnishing, maintaining, relocating, and removing Pedestrian Channelizer in sidewalk areas as per the specifications, as shown on the Contract Drawings, or where otherwise directed by the Engineer.

Pedestrian Channelizer units must meet the requirements of the following standards:

a. 2010 ADA Standards for Accessible Design
b. 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
c. 2009 Manual on Uniform Traffic Control Devices (MUTCD), with FHWA Revisions and NYS Supplements

Product should meet the crash test and evaluation criteria contained in the American Association of State Highway and Transportation Officials' (AASHTO) Manual for Assessing Safety Hardware (MASH) and have a FHWA acceptance letter.

Acceptable products include:

a. ADA PEDESTRIAN BARRICADE – STRONG WALL by PLASTICADE
b. ADA COMPLIANT PEDESTRIAN BARRICADE like Safety Rail & SafetyWall by PSS
c. Urbanite 57000 Series by Urbanite
d. Plastic Safety System Safety Wall by PAUL PETERSON SAFETY DIVISION.
e. Or approved equivalent

**7.35.3. METHODS.** Pedestrian Channelizer units of the various sizes required must be furnished to the site, complete, ready to use. All units must be in good condition and acceptable to the Engineer. Pedestrian Channelizer installed must meet the requirements of the standards listed in **Section 7.35.2** above.

The Contractor must install pedestrian channelizer by placing them where shown on the Contract Drawings or where otherwise directed by the Engineer. Adjacent units must be interlocked. Weights (sand or water ballast in the unit, sandbags, concrete blocks, etc.) must be used per the manufacturer’s recommendations, as necessary to ensure stability, or as directed by the Engineer. Weights must not interfere with pedestrian travel. The minimum number of interlocked barricade units in a given run must be two (2), unless otherwise approved by the Engineer. Where less than three (3) units are required and approved by the Engineer, additional measures must be taken by the Contractor to stabilize the shorter length of interlocking barricade and prevent overturning.

At corners, units four (4) feet or less in length must be used to form smooth curved runs of barricade.

Contractor must continuously maintain the temporary pedestrian steel barricades, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the barricades at the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

**7.35.4. MEASUREMENT.** The quantity to be measured for payment will be the number of linear feet of Pedestrian Channelizer constructed and placed, complete, based upon the summation of the lengths of the individual units so constructed and placed.

Payment will be made for only the initial installation at any location. Whenever Pedestrian Channelizer are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Whenever the Contractor proposes to move Pedestrian Channelizer to a new location, it is subject to approval of the Engineer and must be in accordance with the latest approved progress schedule. Minor movement of the pedestrian channelizer within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment. Minor movement within a work area includes, but is not limited to

- Movement from one side of the roadway to the other side
- Movement to adjust the roadway or work zone width
- Movement required to access the work zone or to secure the work zone
- Linear movement of less than one block within an established work zone
- Rearrangement within a work area

No payment will be made: for non-interlocked units of barricade; for barricade units greater than four (4') feet in length used in corner quadrants; for movements of pedestrian channelizer made for the Contractor's convenience; for movement of barricades at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of barricades at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of barricades between initial installations.

**7.35.5. PRICE TO COVER.** The contract price bid per linear foot for PEDESTRIAN CHANNELIZER will cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, relocate, and remove PEDESTRIAN CHANNELIZER, complete with weights for stability, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Where there is no scheduled item for temporary Pedestrian Steel Barricades, the cost of furnishing, installation, maintenance, relocation, and subsequent removal of PEDESTRIAN CHANNELIZER as required will be deemed included in the unit price bid for the Maintenance and Protection of Traffic Item.

*Payment will be made under:*

| **Item No.** | **Item** | **Pay Unit** |
|---|---|---|
| 7.35 | PEDESTRIAN CHANNELIZER | L.F. |

# SECTION 7.70 TPR - TEMPORARY PEDESTRIAN RAMP (NOT A PAY ITEM)

## 7.70TPR.1. INTENT.

This section describes the work of providing Temporary Pedestrian Ramps (TPRs) near new pedestrian construction work areas and the ADA guidelines. TPRs should provide access to sidewalk routes when pedestrian ramps are not accessible due to construction activities going on or around pedestrian ramps.

The work must consist of furnishing, installation, maintaining, relocating, and removing temporary pedestrian ramps in order to access sidewalk areas as shown on the Contract Drawings or where otherwise directed by the Engineer.
TPR must consist of temporary pedestrian ramp units having a geometry similar to that shown on the contract drawings, as directed the Engineer and complying with the following requirements:

a. TPR running slope must not exceed 1:12 ramp slope, which equals 4.8 degrees slope or one foot of wheelchair ramp for each inch of rise. For instance, a 30 inch rise requires a 30 foot handicap wheelchair ramp.
b. Cross slope must not exceed 1:48.
c. Handrails must be provided on both sides if rise is more than 6 inches.
d. A minimum 5' x 5' flat, unobstructed area at the top and bottom of the ramp
e. A Minimum width of 36 inches of clear space across the wheelchair ramp.
f. Maximum run of 30 feet will be allowed ramp before a rest or turn platform.
g. Ramp handrail height will be between 34" and 38" in height on both sides of the wheelchair ramps.
h. The TPR must allow for normal street drainage.

## 7.70TPR.3. MATERIALS AND METHODS.

a. LUMBER TPR: Lumber should have a slip-resistant surface. Use pressure treated wood for most of the wood material. Lumber must be preservative-treated southern pine, grade #2 or better. Pressure treated lumber must resists rot and decay with level of treatment as per American Wood Council latest standards. Decking board for the TPR will be at a minimum 2” think.

b. ALUMINUM TPR: Aluminum should be high traction (e.g., textured extruded aluminum surface), dock plate with a coefficient of friction not less than 0.5 and made from high strength, lightweight aluminum; it should be slip-resistant and have a self-adjusting ground transition plate. The Ramp, Step, and Platform system is designed to be a rigid, free-standing structure. All footplates should be fastened securely to a concrete surface or 12” minimum diameter footings in order to achieve full structural integrity. Footing depth will depend on local building code.
Fastening all platforms to the building or modular building with lag screws is highly recommended.

c. FIBERGLASS/PLASTIC TPR: Fiberglass/ Plastic ramps should be able to take minimum wheelchairs, foot traffic etc., not less than 550 lbs., should be ADA compliant and adapts to varying curb heights from minimum of 2.5” to 7”. Should be anti-slip with high visibility surface and must be bolted for maximum stability and security. Coefficient of friction will not be less than 0.5.

All ramp handrails and ramp guardrails are designed to withstand a concentrated load of 200 pounds applied in any direction on the top of the rail.

All Ramp handrails are designed to be continuous along ramp runs and in between the inside corner of 90 degree and 180 degree turns in ramp direction. Handrails are not interrupted by posts or other obstructions.

Platforms and landings will be designed to carry a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Walking surfaces for serial number 1, 2 and 3 above must be designed to have a coefficient of friction no less than 0.50 in all directions of travel.

**7.70TPR.4. METHODS.**
All units must be in good condition and acceptable to the Engineer.

The Contractor must install the TPR by placing them where shown on the Contract Drawings, specifications and as directed by the Engineer. All the modular ramps will be assembled as per manufacturer's instructions.

If the modular ramps are pre-assembled and transported to their locations, Contractor must use utmost care in the delivery and installation of these units.

Units can also be fabricated/constructed at site with the approval of the Engineer.

Contractor must continuously maintain the TPR, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

**7.70TPR.5 NONCONFORMANCE.**
Please see subsection 6.70.12(C)

**7.70TPR.6. MEASUREMENT AND PAYMENT.**
The price of TPR is be deemed included in the price for item number 6.70 under Maintenance and

Protection of Traffic per SECTION 6.70.

# SECTION 8.32 – BARK CHIP MULCH

## 8.32.1. DESCRIPTION.

Under this section, the Contractor shall furnish and place Bark Chip Mulch in accordance with the plans and specifications and as directed by the Engineer.

## 8.32.2. MATERIAL.

Bark Chip Mulch shall be a natural forest product of 98% bark containing less than 2% wood or other debris. It shall be of white or Red Fir and/or Pine bark of a uniform grade with no additives or any other treatment. Size of bark shall be from 5/8" to 1-1/4". The ph factor should range from 5.8 to 6.2.

## 8.32.3. METHODS.

Bark Chip Mulch shall be applied where required on the plans or directed by Engineer as a ground cover to the surface of beds and tree pits after the planting is completed. Mulch shall be applied to a uniform depth of three (3") inches and shall be so distributed as to create a smooth, level cover over the exposed soil. Plants shall not be covered.

## 8.32.4. MEASUREMENT.

The quantity of Bark Chip Mulch to be paid for will be the number of square yards of ground surface area that has been satisfactorily covered with bark chip mulch within limits of enlarged tree pits surrounding existing trees as indicated on the plans and where directed by the Engineer.

## 8.32.5. PRICE TO COVER.

The unit price bid per square yard for Bark Chip Mulch shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the plans, the specifications and the directions of the Engineer.

No payment will be made under this item for furnishing and placing mulch in tree pits around newly planted or transplanted trees.

*Payment will be made under:*

| Item No. | Item | Pay Unit |
|---|---|---|
| 8.32 | BARK CHIP MULCH | S.Y. |

# SECTION 8.52 – ALLOWANCE FOR WAYFINDING TOTEMS

## 8.52.1. DESCRIPTION.

Under this item, the Contractor will be required to pay to the New York City Department of Transportation (NYCDOT) Totem sign Contractor for furnishing and installing new Wayfinding Totems. NYCDOT may have separate Totem sign Contractors for furnishing and installing totems.

## 8.52.2. MATERIALS. (Not applicable)

## 8.52.3. CONSTRUCTION DETAILS.

The NYCDOT Totem sign Contractor will only install Wayfinding Totems signs once the foundation (including paving tray and steel foundation plate) has been installed by the Contractor. The Contractor must pick up from NYCDOT, deliver to the project site and install the paving tray and steel foundation plate in accordance with plans, specifications and as directed by the Engineer. All costs for pick up, delivery to the project site and installation of the paving tray and steel foundation plate will be deemed to be included in all scheduled items for foundation work pertinent to Wayfinding Totems signs.

## 8.52.4. METHOD OF MEASUREMENT.

The fixed price lump sum shown in the Bid Schedule for this item must be included in the total bid price; however, actual payment to the Contractor will be based on the actual invoices submitted by the NYCDOT TOTEM sign Contractor.

For payment of paving tray and steel foundation plates, it is agreed that all work will be based on the actual number of paving trays and steel foundation plates delivered to the project site by the Contractor to the satisfaction of the Engineer.

For payment of totems, it is agreed that all work will be based on the actual number of (Wayfinding) TOTEM SIGNS that are installed by the NYCDOT TOTEM sign contractor to the satisfaction of the Engineer.

Partial payments for materials fabricated specifically for the contract and stored at a NYCDOT facility may be made in accordance with **Section 1.06.35**, provided that the materials are identified, set aside, and marked as only for use only for use on this project.

## 8.52.5. BASIS OF PAYMENT.

The fixed sum shown in the proposal for the (Wayfinding) TOTEMS sign will be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the contract.

The fixed sum payment made under this item will be equal to the sum of all invoices submitted by the NYCDOT TOTEM sign Contractor as proof of work performed for this item, as approved by the Engineer.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and must not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

The unit price will cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

No separate payment will be made for the Contractor to pick up, deliver to the project site, and install the paving tray and steel foundation plate. The cost shall be deemed to be included in all scheduled items for foundation work pertinent to wayfinding totem signs.

No separate payment will be made for furnishing and installing metal conduit, reinforcing bar, or plastic filter fabric. The cost shall be deemed to be included in all scheduled items for foundation work pertinent to wayfinding totem signs.

Payment will be made under:

| Item No. | Item | Pay Unit |
|---|---|---|
| 8.52 | ALLOWANCE FOR WAYFINDING TOTEMS | F.S. |

# SECTION 8.52 FP – STEEL FOUNDATION PLATE
# (NOT A PAY ITEM)

**8.52FP.1. INTENT.** This section describes the furnishing of the Foundation Plate.

**8.52FP.2. DESCRIPTION**. The Steel Foundation Plate must be embedded in the poured concrete footing to the nominal dimensions as indicated on the contract drawings and specifications.

**8.52FP.3. MATERIALS.** Steel Foundation Plates must comply with the requirements of the NYC Department of Transportation (NYCDOT) Standard Highway Specifications **Sections 2.35**, Structural Steel and must be galvanized in accordance with **Section 2.34.** Steel foundation plates must be procured from the NYCDOT Totem Contractor, as specified in **Section 8.52.**

**8.52FP.4. PRICE TO COVER.** No separate payment will be made for steel foundation plates, which will be paid for under item 8.52.

## SECTION 8.52 PT – PAVING TRAY

## (NOT A PAY ITEM)

**8.52PT.1. INTENT.** This section describes the furnishing of the ground level paving tray.

**8.52PT.2. DESCRIPTION.** Fabricated steel plate frame, angle and flat textured cover plate assembly, configured and to nominal dimensions as indicated on the contract drawings and specifications. Paving trays must be procured from the NYCDOT Totem Contractor, as specified in Section **8.52.**

Paving Tray Dimensions

| Type | Item | Length | Width |
|---|---|---|---|
| A | Paving Tray (Pathway Totem) | 1’-7¼” | 8½” |
| B | Paving Tray (Area Totem) | 2’-11¼” | 8½” |
| C | Paving Tray (Neighborhood Totem) | 4’-3¼” | 8½” |
| D | Paving Tray (SBS Sign) | 2’-1½ “ | 8½” |

**8.52FP.3. PRICE TO COVER.** No separate payment will be made for the Paving Trays, which will be paid for under item 8.52

# SECTION 8.52 WSF – WAYFINDING SIGN FOOTING

## 8.52 WSF.1. INTENT.

Under this section, the Contractor must furnish concrete footing for the wayfinding sign and all necessary incidentals in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

## 8.52 WSF.2 MATERIALS.

(A) Saw cut must be done in accordance with **Section 6.55** and price must be deemed included in the price of this item.

(B) Excavation must be done in accordance with **Section 6.02** and its **Item No. 6.02 AAN** and price must be deemed included in the price of this item.

Special care excavation must be done in accordance with **Section 8.02** and **Item No. 8.02 A** and must be paid accordingly under its respective pay item number in the BID SCHEDULE.

(C) Concrete must meet with the requirements of **Section 3.05, Concrete**, and be of the class, type and mixing specified and will be done in accordance with **Section 4.06**; price must be deemed included in the price of this item.

Subbase material must be of the type, grade, size number and nominal size specified and must be done in accordance with **Section 6.67**; Type MATERIAL B, price must be deemed included in the price for this for this item.

(D) Concrete reinforcement must comply with the requirements of the following sections:

Steel Bars--**Section 2.23.** Kind of reinforcement, size and placement must be as specified and as shown on Contract Drawings. Reinforcement must be installed in accordance with the requirements of **Section 4.14** and price is deemed included in the price of this item.

(E) Joint Sealer and pre-molded joint filler as shown on Contract Drawings must comply with the requirements of **Section 2.22** and **Section 2.15** respectively type as specified and price is deemed included in the price of this item.

(F) Anchor Bolt ASTM A240, Grade 304, ½" dia., to be drilled and installed with epoxy filler as shown on Contract Drawings or as directed by the Engineer.

(G) Galvanized Steel Footing Plate to be installed as per Contract Drawings and **Section 8.52 FP**, cost of installation is deemed included in the price of this item. Furnishing of this plate must be made under **Section 8.52**.

Paving tray and temporary cover plate to be installed as per drawing and **Section 8.52 PT**, cost of installation is deemed included in the price of this item. Furnishing paving tray and temporary cover plate must be made under **Section 8.52**.

Galvanized rigid metal conduit, where required, must be in accordance with Chapter 5 of NYCDOT Specifications for the installation of conduit, duct and bends (November 2013) or HDPE pipe, schedule 40, in accordance with **Subsection C5.2.1**, page 63 of NYCDOT specifications for traffic signals and its systems (November 2013); as directed by the Engineer and as shown in the drawings.

Plastic Filter fabric must be done in accordance with **Section 6.68** and price must be deemed included in the price of this item.

### 8.52 WSF.3. DESIGN AND CONSTRUCTION OF FORMS

Forms must accurately conform to the shape, lines and dimensions of the footing for which they are required, be substantial and sufficiently tight to prevent leakage of mortar, and have, unless otherwise specified by the Engineer, moldings or chamfer strips at angles. They must be of adequate strength and be braced or tied together with approved ties and spacers, to maintain position and shape, and to insure the safety of workmen and passersby, be clean and free from sawdust, chips, dirt, ice and other objectionable materials. Forms must present smooth, true surfaces to the concrete placed against them, having temporary openings where necessary, to facilitate cleaning and inspection immediately before concrete is deposited. Forms must be coated with non-staining oil before the reinforcement is placed, or be wetted except in freezing weather.

### 8.52 WSF.4. MEASUREMENT.

The quantity measured for payment shall be the number of footings of type specified, installed in accordance with the Contract Drawings, the specifications and to the satisfaction of the Engineer.

### 8.52 WSF.5 BASIS OF PAYMENT.

The contract price for each way finding sign footing of the type specified must cover the cost of labor, materials, equipment, insurance, and incidentals required to construct respective wayfinding footings, including but not limited to, the furnishing and incorporation of all concrete; reinforcement; curing; finishing; samples; testing equipment and facilities for testing; all, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of all items referenced in this Section, with the exception of Items 4.13 AAS and 8.02 A, must be deemed included in the contract price of wayfinding sign footings of type specified.

*Payment will be made under:*

| Item No. | Item | Pay Unit |
|---|---|---|
| 8.52 WSF-A | WAYFINDING SIGN FOOTING TYPE A | EACH |
| 8.52 WSF-B | WAYFINDING SIGN FOOTING TYPE B | EACH |
| 8.52 WSF-C | WAYFINDING SIGN FOOTING TYPE C | EACH |
| 8.52 WSF-D | WAYFINDING SIGN FOOTING TYPE D | EACH |

(NO TEXT ON THIS PAGE)

PROJECT ID: HWCSCHPBX

S - PAGES

## GENERAL AND SPECIAL PROVISIONS:

**(A) GENERAL PROVISIONS**
**(B) HIGHWAY PROJECT SPECIFIC PROVISIONS**
**(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS**
**(D) GREEN INFRASTRUCTURE PROVISIONS**

## NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT WILL APPLY TO AND BECOME PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

# TABLE OF CONTENTS

## (A) GENERAL PROVISIONS


| ARTICLE | DESCRIPTION | PAGE NO. |
|---|---|---|
| A | LINES AND GRADES | S-1 |
| B | SPECIFIC TRAFFIC STIPULATIONS | S-1 |
| C | HOLIDAYS CONSTRUCTION EMBARGO | S-1 |
| D | CONTRACT ITEMS THAT INCLUDE BACKFILL AS PART OF THEIR WORK | S-2 |
| E | ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES | S-2 |
| F | DISPOSAL OF EXCESS EXCAVATED MATERIAL | S-2 |
| G | NO EXTENSIONS OF TIME FOR WINTER SHUT-DOWN | S-2 |
| H | PRIVATE UTILITY HARDWARE ADJUSTMENTS | S-2 |
| I | SURVEY MONUMENTS | S-2 |
| J | RESTORATION OF ADJACENT AREAS | S-2 |
| K | FLAGGERS | S-2 |
| L | FUEL COST | S-3 |
| M | NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS | S-3 |
| N | START OF CONTRACT WORK | S-4 |
| O | VIBRATORY ROLLERS | S-4 |
| P | N.Y.C. TRANSIT INSURANCE | S-4 |
| Q | STANDARD WORKING HOURS | S-7 |
| R | TREE BARRIERS | S-7 |
| S | UTILITIES | S-7 |
| T | HOUSE CONNECTIONS | S-7 |
| U | VICTAULIC STYLE 77 COUPLING | S-7 |
| V | STREET LIGHT AND TRAFFIC SIGNAL | S-7 |

| ARTICLE | DESCRIPTION | PAGE NO. |
|---|---|---|
| W | SAW CUT | S-7 |
| X | PRE-CONSTRUCTION STAGE | S-7 |
| Y | EXISTING SEWERS. WATER AND APPURTENANCE | S-8 |
| Z | RECONNECTING EXISTING SEWERS TO NEW MANHOLES | S-8 |
| AA | VIBRATION MONITORING | S-8 |
| AB | CITY ASSETS | S-8 |
| AC | "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER | S-8 |
| AD | SIDEWALK PEDESTRIAN RAMPS STANDARD DRAWING | S-9 |
| AE | NO ADDITIONAL PAYMENT | S-10 |
| AF | SHEETING AND EXCAVATION AT TRANSIT FACILITIES | S-10 |
| AG | PAYMENT FOR PAVEMENT MARKINGS | S-10 |
| AH | ARCHAEOLOGICAL DISCOVERIES | S-10 |
| AI | USE OF CITY WATER | S-11 |
| AJ | PUBLIC DISSEMINATION OF INFORMATION | S-11 |
| AK | PRICES TO INCLUDE | S-12 |
| ATTACHMENT 1 | PAVEMENT MARKINGS CONVERSION TABLE | S-13 |
| ATTACHMENT 2 | TYPICAL PAVEMENT MARKINGS | S-16 |


## (B) HIGHWAY PROJECT SPECIFIC PROVISIONS


| ARTICLE | DESCRIPTION | PAGE NO. |
|---|---|---|
| | OCMC TRAFFIC STIPULATION | S-17 |

## (C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT) S-23

## (D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT) S-24

(NO TEXT ON THIS PAGE)

# (A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor must furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor will be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor must check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor must perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, Office of Construction Mitigation and Coordination (OCMC) Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision will be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, will be deemed included in the prices bid for all scheduled items.

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo will be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below* which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:
**http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf**
Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below** between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by Section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

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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**

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following will pertain to all contract items that have backfill as a part of their work: Backfilling will comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor will plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices will include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor will be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes will be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, will become the property of the Contractor and will be properly disposed of away from the site, at the Contractor's expense. Contaminated material will be disposed of separately in accordance with contract requirements.

G. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor must notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor will hand excavate per Item 8.02 AB-S, 8.02JA, 8.02JB, 8.02 A and 8.02 B (as applicable), at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor will be required to remove all form work. In planting strip areas, the Contractor will be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor will also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying binder mixture (Item 4.02 CA or as applicable) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work must be performed to the satisfaction of the Engineer.

K. FLAGGERS. The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it will mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.

For projects that require compliance with the Davis-Bacon Act, wherever the Item No. “6.52” and words “flagger”, “flagperson” and “flagman” are used in the contract documents and drawings it will mean the Item No. “6.52 FED” and the words “Uniformed Flagperson”, respectively.

L. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration (“USEIA”), and available on its website at http://www.eia.gov/petroleum/gasdiesel/. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land , the Contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the Contractor must notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the Contractor’s responsibility to coordinate with Parks via email at interagency@parks.nyc.gov to establish whether Construction Permits are required for the contract scope of work.

3. The Contractor will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The Contractor must obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks’ jurisdiction. The Construction Permit application is found online at https://www.nycgovparks.org/permits/construction.

5. When no Construction Permit is required, the contactor must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The Contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the Contractor to restore and repair.

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications (DOITT) at http://maps.nyc.gov/doitt/nycitymap/. However, the map is not exhaustive, and Contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue work until the service is restored, unless otherwise directed by the Engineer. All corrective utility work will be acceptable to the engineer and the subject utility owner.

11. If any utility service or connection of unknown ownership is encountered during construction which appears to enter or serve Parkland, Contractor must contact Parks at interagency@parks.nyc.gov to inquire if Parks is the owner of such utility.

N. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. VIBRATORY ROLLERS. For Federal Highway Administration (FHWA) project the use of vibratory rollers is prohibited within the project limits.

***[ ARTICLE "P" IS ONLY APPLICABLE WHEN WORKING NEAR OR AT MTA FACILITIES]***

P. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) must indemnify and save harmless the City of New York and the New York City Transit (Permittor) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense will carry or cause to carried and will maintain at all times during the period of performance under this Agreement policies of insurance as herein set forth below:

(a) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy will be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.

(b) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permittor in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance will be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permittor/MTA policy available.

Such policy should be written on an occurrence form; and will include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, will be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permitter naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SlRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

(c) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permitter is required if Permitee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Schedule A for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

(d) Railroad Protective Liability Insurance policy will be required as specified in Schedule A.

(e) Environmental/Pollution Exposures In the event environmental or pollution exposures exist, the Permittee will require the environmental contractor or sub-contactor to provide the applicable insurance covering such exposure. The limits and type of insurance provided will be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

(a) All of the insurance required by this Article will be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the *Permittor/MTA* and will deliver evidence of such policies.

(b) Except for Workers Compensation, all references to forms and coverages referred to above will be the most recent used by the Insurance Services Office, Inc. (ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.

(c) The Permittee or its Contractor performing the work must furnish evidence of all policies before any work is started to the Permittor using the following link

https://us.marketplace.asite.com/marketplace/main/detail/28/1/1/5512158/forms

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittor c/o MTA Risk and Insurance Management (MTA RIM) Department – Standards, Enforcement & Claims Unit, 2 Broadway – 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies will apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permittor/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permittor/MTA policy available. (iv) In addition, contractor's policies will state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittor/MTA policy available, contractor's and subcontractor's policies will nevertheless be primary and must be exhausted before implicating any Permittor/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor will endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self-insured retentions and policy deductibles will not exceed $100,000, unless such increased deductible or retention is approved by Permittor/MTA. The Permittee will be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

(d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (d) Railroad Protective Liability Insurance Policy. However, if requested by the Permittor, the Permittee will deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.

(e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permittor Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; {3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

(f) The minimum amounts of insurance required in the detail description of policies (a), (b), (c), and (d) above will not be construed to limit the extent of the Permittee’s liability under this Agreement.

(g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permittor, the Permittor will have the options to:

(i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or
(ii) treat such failure as an Event of Default.

Q. STANDARD WORKING HOURS: In absence of OCMC Traffic Stipulations, standard working hours are 7:00 A.M. and 6:00 P.M., Monday through Friday. Work performed outside the standard working hours must be pre-approved by DDC.

R. TREE BARRIERS. The Contractor will furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers will be Type B, unless otherwise directed by the Engineer, and will be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.

Price of the tree barriers must be included in the in the unit prices bid for all scheduled items.

S. UTILITIES. All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.

T. HOUSE CONNECTIONS. All existing house connections will be maintained and supported during construction. The Contractor will replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.

U. VICTAULIC STYLE 77 COUPLING. The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, will be replaced with Bolted Split-Sleeve Restrained Coupling.

V. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work will be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications and City of New York DOT System Engineering Specifications (dated November 2013) at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

W. SAW CUT. The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

X. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the Contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the

Contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

Y. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exists sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor maybe restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor will make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair will be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

Z. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes will be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer will be deemed included in the prices bid for all items of work. No additional payment will be made.

***[ARTICLE "AA" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING ITEM NO. 76.31 IS IN THE BID SCHEDULE]***

AA. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

AB. CITY ASSETS. The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances will be replaced in kind and as directed by the Engineer. The cost of such work will be deemed included in the prices bid for all items of work under this contract.

***[ ARTICLE "AC" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER ]***

AC. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for substantial completion for each Capital Project under Article 44 of the Contract, the Contractor will furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor will prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings will be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor will prepare the “As-Built” drawings on AutoCAD and will provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD’s and the plotted Mylar’s will conform to the standard size of 22“ x 36” (559-mm. x 914-mm.) using a 1”=30’ (1:360) horizontal and 1”=10’ (1:120) vertical scale. The Mylar will be 3-mil in thickness.

2. The “As-Built” drawings will include but not be limited to the following guidelines summarized below:

(a) Drawings will consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing will contain the signature and stamp of the Contractor’s NYS Professional Engineer/Registered Architect.

(c) The drawings will include:

- street name and crossing street(s) or distance from;
- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- “new” curb lines and widths;
- water main center line measured off the “new” curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used will be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;
- complete details of all outlet piping roundabouts;
- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;
- location of all cathodic protection stations;
- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting “As-Built” approved drawings will be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AD. SIDEWALK PEDESTRIAN RAMPS STANDARD DRAWING. The Contractor is advised that NYCDOT Standard Drawing number H-1011 dated 7/1/10, SIDEWALK PEDESTRIAN

RAMPS, is no longer to be used for the purpose of determining geometry, dimensions, and tolerances for the construction of sidewalk ramps. NYSDOT Standard Sheet 608-01 (Pedestrian Facilities) must be used for determining geometry, dimensions, and tolerances for the construction of sidewalk ramps, except that Type 8 must not be used. All requirements of the NYCDOT Standard Highway Specifications will still apply; this does not mandate or allow the use of any NYSDOT Standard Specifications as an alternate unless specifically called for in the contract documents.

NYSDOT Standard Sheet 608-01 is available at the following link:
https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us

AE. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction will be replaced in kind to the satisfaction of the Engineer. The cost of such work will be deemed included in the prices bid for all contract items of work and no additional or separate payment will be made.

AF. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor will exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor's operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design will be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work will be deemed included in the price bid for all items of work under this contract.

***[ ARTICLE "AG" IS ONLY APPLICABLE IF PAVEMENT MARKING ITEMS LIKE ITEM NUMBERS 6.44, 6.44CST, 6.49 ETC., ARE IN THE BID SCHEDULE]***

AG. PAYMENT FOR PAVEMENT MARKINGS Pavement Markings such as those detailed in the Pavement Markings Conversion Table attached herein and shown on the Typical Pavement Markings word messages attached herein Attachment 1 and Attachment 2, will be payable in quantities of LF (Linear Feet).

***[ ARTICLE "AH" IS ONLY APPLICABLE IF ITEMS ITEM NO. HW-908 FOR ARCHAEOLOGICAL DISCOVERIES IS IN THE BID SCHEDULE]***

AH. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist will be notified in advance and will be present on site during sub-surface excavations as deemed necessary. The City's Archaeologist will be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered.

For the purpose of evaluating and recording archaeological resources, the City's Archaeologist will be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) will be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.

2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.

4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it will be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AI. USE OF CITY WATER. Please refer to page 15 of NYCDOT STANDARD SPECIFICATIONS (August 1, 2015), VOLUME I OF II under GENERAL CONDITIONS, Sub Section 1.06.23: Rules, Laws, and Requirements; (A) PERMITS.

AJ. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential

information. The Contractor agrees that such reports, information, or data will not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential will not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor will provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor will not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence will not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor will restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents will notify the Commissioner, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.

At the request of the Commissioner, the Contractor will return to the Commissioner any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor will notify the Commissioner in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor will confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information will be maintained in accordance with the requirements set forth in the Contract Documents.

AK. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

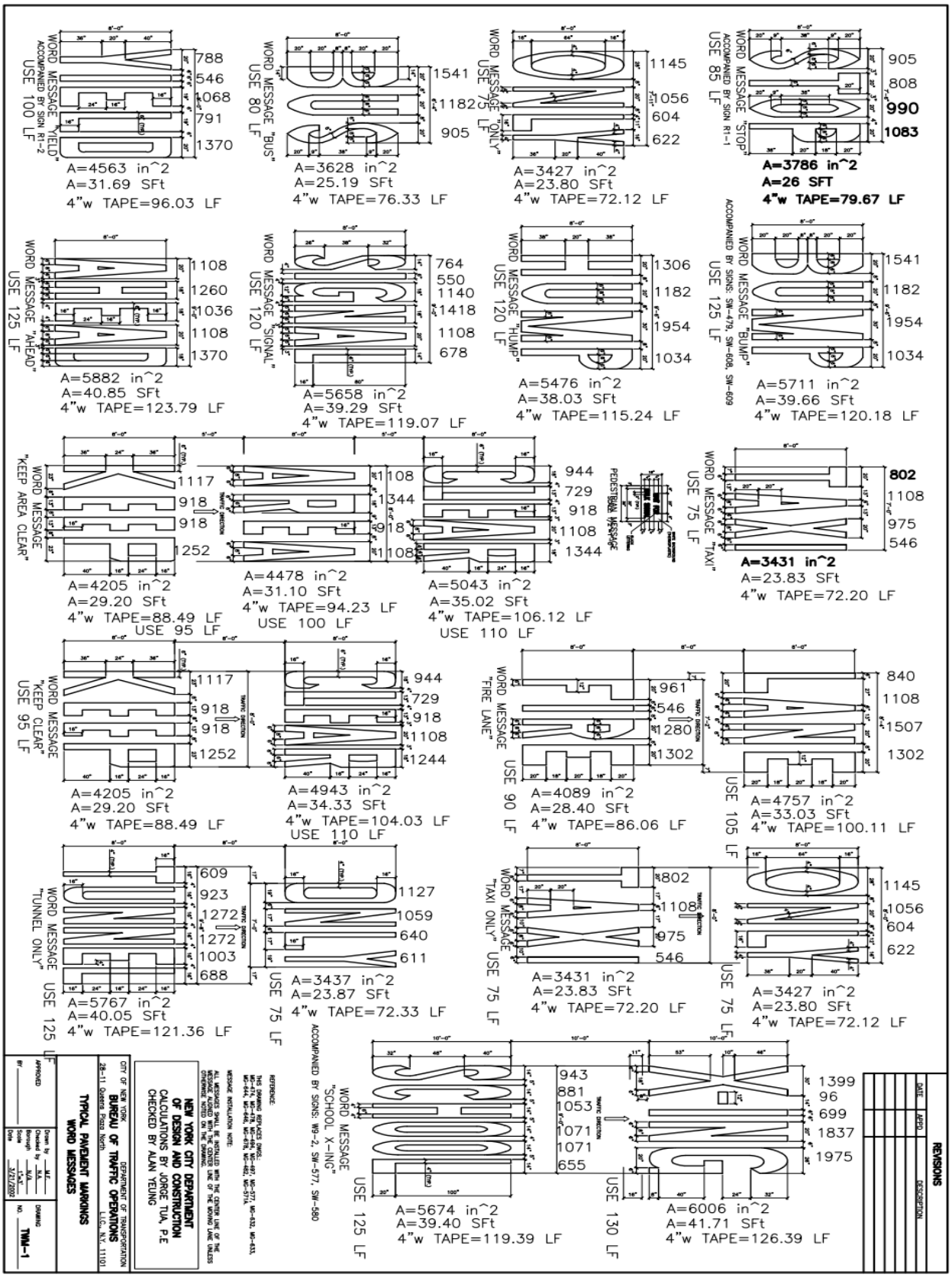
# Attachment 1: Pavement Markings Conversion Table

| Symbol | Area ($in^2$) | Area ($Feet^2$) | 4" w Tape (LF) | Use (LF) |
|---|---|---|---|---|
| STOP | 3786 | 26.29 | 79.67 | 85 |
| BUMP | 5711 | 39.66 | 120.18 | 125 |
| TAXI | 3431 | 23.83 | 72.2 | 75 |
| ONLY | 3427 | 23.8 | 72.12 | 75 |
| HUMP | 5476 | 38.06 | 115.24 | 120 |
| BUS | 3628 | 25.19 | 76.33 | 80 |
| SIGNAL | 5658 | 39.29 | 119.07 | 125 |
| YIELD | 4563 | 31.69 | 96.03 | 100 |
| AHEAD | 5882 | 40.85 | 123.79 | 125 |
| TAXI ONLY | 6858 | 47.63 | 144.32 | 150 |
| TAXI | 3431 | 23.83 | 72.2 | 75 |
| ONLY | 3427 | 23.8 | 72.12 | 75 |
| SCHOOL X-ING | 11680 | 81.11 | 245.79 | 255 |
| SCHOOL | 5674 | 39.4 | 119.4 | 125 |
| X-ING | 6006 | 41.71 | 126.39 | 130 |
| FINE LANE | 8846 | 61.43 | 186.17 | 195 |
| FIRE | 4089 | 28.4 | 86.06 | 90 |
| LANE | 4757 | 33.03 | 100.11 | 105 |
| KEEP AREA CLEAR | 13726 | 95.32 | 288.84 | 305 |
| KEEP | 4205 | 29.2 | 88.49 | 95 |
| AREA | 4478 | 31.1 | 94.23 | 100 |
| CLEAR | 5043 | 35.02 | 106.12 | 110 |
| TUNNEL ONLY | 9204 | 63.92 | 193.69 | 200 |
| TUNNEL | 5767 | 40.05 | 121.36 | 125 |
| ONLY | 3437 | 23.87 | 72.33 | 75 |

| Symbol | Area ($in^2$) | Area ($Feet^2$) | 4" w Tape (LF) | Use (LF) |
|---|---|---|---|---|
| KEEP CLEAR | 9248 | 64.22 | 194.61 | 205 |
| KEEP | 4205 | 29.2 | 88.49 | 95 |
| CLEAR | 5043 | 35.02 | 106.12 | 110 |
| BICYCLE TRAIL | 741 | 5.15 | 15.59 | 20 |
| BICYCLE LANE | 494 | 3.43 | 10.4 | 15 |
| BIKE LANE ARROW | 328 | 2.28 | 6.9 | 10 |
| HOV LANE DIAMOND | 1403 | 9.74 | 29.52 | 35 |
| SKATER SYMBOL | 539 | 3.74 | 11.34 | 15 |
| PEDESTRIAN SYMBOL | 980 | 6.81 | 20.62 | 25 |
| *YIELD AHEAD TRIANGLE* | | | | |
| 45 MPH or GREATER | 1315 | 9.13 | 27.67 | 30 |
| LESS THAN 45 MPH | 932 | 6.47 | 19.61 | 25 |
| *YIELD LINE LAYOUT* | | | | |
| LARGE (4) | 432 | 3 | 9.1 | 40 |
| SMALL (6) | 108 | 0.75 | 2.27 | 18 |
| STRAIGHT ONLY | 1772 | 12.31 | 37.29 | 40 |
| LEFT ONLY | 2224 | 15.44 | 46.8 | 50 |
| RIGHT ONLY | 2224 | 15.44 | 46.8 | 50 |
| STRAIGHT AND LEFT ONLY | 4117 | 28.59 | 86.64 | 90 |
| STRAIGHT AND RIGHT ONLY | 4117 | 28.59 | 86.64 | 90 |
| WRONG-WAY ARROW | 4121 | 28.62 | 86.72 | 90 |
| SPECIAL PAVEMENT ARROW | 1837 | 12.76 | 38.66 | 40 |

| Symbol | Area ($in^2$) | Area ($Feet^2$) | 4" w Tape (LF) | Use (LF) |
|---|---|---|---|---|
| ELONGATED HIGHWAY ARROWS | | | | |
| STRAIGHT AND LEFT ONLY | 4580 | 31.81 | 96.38 | 100 |
| STRAIGHT AND RIGHT ONLY | 4580 | 31.81 | 96.38 | 100 |
| STRAIGHT ONLY | 1852 | 12.86 | 38.97 | 40 |
| LEFT AND RIGHT ONLY | 1783 | 12.38 | 37.52 | 40 |

# Attachment 2: Typical Pavement Markings



# (B) HIGHWAY PROJECT SPECIFIC PROVISIONS

NEW YORK CITY DOT

Department of Transportation

Henry B. Gutman, Commissioner

**OCMC TRAFFIC STIPULATIONS** **OCTOBER 12, 2021**

**OCMC FILE NO:** BXEC 19-780
**PROJECT ID:** HWCSCHPBX

**PROJECT:** RECONSTRUCTION OF SAFE ROUTES TO PRIORITY SCHOOLS

**LOCATION(S):** VARIOUS LOCATIONS

PERMISSION IS HEREBY GRANTED TO THE **NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION (NYCDDC)** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

## A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES SUCH AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MANITENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:

   HTTPS://WWW1.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/BIKE-MPT-GUIDELINES.PDF

3. **BIKE SHARE STATIONS**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
4. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
5. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
6. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
7. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 – 894 – 8651.
8. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
9. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
10. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.

**NYC Department of Transportation**
**Bureau of Permit Management and Construction Control**
55 Water Street, Concourse Level
New York, New York 10041
T: 212.839.9621 F: 212.839.9696
www.nyc.gov/dot

11. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
12. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
13. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

    HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF

14. **ENHANCED MITIGATIONS**
    - "NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
    - COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

## SPECIAL NOTE - PRIOR TO MOBILIZATION:

- **MUST COORDINATE WITH THE BICYCLE AND GREENWAY PROGRAM**
  **HAYES LORD**
  **DIRECTOR, BICYCLE PROGRAM**
  **(212) 839-7205, hlord@dot.nyc.gov**

- **MUST COORDINATE WITH NYCDOT BUS STOP MANAGEMENT**
  **RUDY HERNANDEZ**
  **(646) 772-7219, rhernandez@dot.nyc.gov**

- **MUST COORDINATE WITH MTA BUS NEW YORK CITY TRANSIT**
  **MS. SARAH WYSS**
  **DIRECTOR, SHORT RANGE BUS SERVICE**
  **MTA NEW YORK CITY TRANSIT**
  **(646)252-5517, sarah.Wyss@NYCT.com**

  **MR. MICHAEL WALLIN**
  **(646) 252-2844, Michael.wallin@nyct.com**

- **MUST COORDINATE WITH NYCDOT-STREET FURNITURE**
  **OFFICE OF CITYSCAPE AND FRANCHISES**
  **(212) 839-6550**

## B. MAINTENANCE AND PROTECTION OF TRAFFIC

### 1. INTERSECTION OF E. 183RD STREET AND WASHINGTON AVENUE

- Work hours shall be as follows: **When school is open**: 9:00 AM to 2:00 PM, Monday thru Friday
  **When school is closed**: 7:00 AM to 6:00 PM, Monday thru Friday
  May also work from:
  8:00 AM to 6:00 PM, Saturday
  9:00 AM to 6:00 PM, Sunday
- The contractor shall maintain the following:
  Either a minimum of 5-foot clear walkway on the sidewalk for pedestrian access or a protected walkway in roadway. During working hours, sidewalk may be closed provided that flaggers are at the intersection to safely cross pedestrians. During non-working hours, the minimum of 5-foot pedestrian walkway must be maintained on sidewalk or in roadway.
- The contractor shall maintain 2 travel lanes (1 lane in each direction) on East 183rd Street and the two travel lanes on Washington Avenue.
- Do not work on both sides of the same street segment simultaneously.
- Must maintain a clear turning radius from or to both roadways at all times.
- When conducting any utility work, work crossing the roadway cannot extend more than 11 feet at a time. Backfill or plate before proceeding.
- Must coordinate with the school prior to mobilizing.

### 2. INTERSECTION OF E. 185TH STREET AND BATHGATE AVENUE
### 3. INTERSECTION OF E. 187TH STREET AND WASHINGTON AVENUE

- Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday – Friday
  8:00 AM to 6:00 PM, Saturday
  9:00 AM to 6:00 PM, Sunday
- The contractor shall maintain a minimum of 5-foot clear walkway on the sidewalk for pedestrian access or a protected walkway in roadway at all times.
- Must maintain a clear turning radius and all travel lanes at all times.
- Do not work on both sides of the same street segment simultaneously.
- Must coordinate with any impacted businesses within the vicinity of the intersection, and with NYCT regarding any impact on the bus stop prior to mobilizing.

### 4. INTERSECTION OF E. 138TH STREET AND BROOK AVENUE
### 5. INTERSECTION OF E. 138TH STREET AND CYPRESS AVENUE
### 6. INTERSECTION OF E. 137TH STREET AND ST. ANN'S AVENUE
### 7. INTERSECTION OF E. 138TH STREET AND ST. ANN'S AVENUE

- Work hours shall be as follows: 9:00 AM to 4:00 PM, Monday – Friday
  8:00 AM to 6:00 PM, Saturday
  9:00 AM to 6:00 PM, Sunday
- The contractor shall maintain a minimum of 5-foot clear walkway on the sidewalk for pedestrian access or a protected walkway in roadway at all times.
- Must maintain a clear turning radius and all travel lanes at all times.
- Do not work on both sides of the same street segment simultaneously.

- Must coordinate with any impacted businesses within the vicinity of the intersection, and with NYCT & NYCDOT bike Unit regarding any impact on the bus stop or on the bike lanes prior to mobilizing.
- Dot not block any MTA subway station staircase.

## 8. INTERSECTION OF E. 164TH STREET AND GERARD AVENUE

- Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday – Friday
  8:00 AM to 6:00 PM, Saturday
  9:00 AM to 6:00 PM, Sunday
- The contractor shall maintain the following:
  Either a minimum of 5-foot clear walkway on the sidewalk for pedestrian access or a protected walkway in roadway. During working hours, sidewalk may be closed provided that flaggers are at the intersection to safely cross pedestrians. During non-working hours, the minimum of 5-foot pedestrian walkway must be maintained on sidewalk or in roadway.
- Must maintain a clear turning radius and all travel lanes at all times.
- Do not work on both sides of the same street segment simultaneously.

## 9. INTERSECTION OF E.196TH STREET AND JEROME AVENUE

- Work hours shall be as follows: **When school is open**: 9:00 AM to 2:00 PM, Monday thru Friday
  **When school is closed**: 7:00 AM to 6:00 PM, Monday thru Friday
  May also work from:
  8:00 AM to 6:00 PM, Saturday
  9:00 AM to 6:00 PM, Sunday
- The contractor shall maintain a minimum of 5-foot clear walkway on the sidewalk for pedestrian access or a protected walkway in roadway at all times.
- The contractor must maintain the two (2) inner travel lanes of Jerome Avenue and also maintain all travel lane(s) on East 196th Street at all times.
- Must maintain a clear turning radius at all times.
- Do not work on both sides of the same street segment simultaneously.
- Must coordinate with any impacted businesses within the vicinity of the intersection, and also with the school prior to mobilizing.

## C. GENERAL NOTES

1. **THIS IS NOT A PERMIT**. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
3. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

   **A. STREET FAIRS / FESTIVALS**
   - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
   - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

   **B. RUNNING / WALKING / BIKING EVENTS**
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

   **C. PARADES**
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

   **D. MAYORAL EVENTS**
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
4. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
5. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
6. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
7. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
8. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
9. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**

10. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
12. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

GARY SMALLS

**GARY SMALLS**
DIRECTOR
OCMC-STREETS

Ahmat Mahamat

**AHMAT MAHAMAT**
PROJECT MANAGER - BRONX
OCMC-STREETS

# (C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT)

# (D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

**JB-PAGES (4.0)**

# JOINT BID

## NOTICE

THE PAGES CONTAINED IN THIS JOINT BID (JB-PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

**(NO TEXT ON THIS PAGE)**

# JB-PAGES TABLE OF CONTENTS

SECTION A. JOINT BID CONTRACT REQUIREMENTS AND STANDARD SPECIFICATIONS

SECTION B. NYC UTILITY PRICE LIST

SECTION C. JOINT BID SPECIAL SPECIFICATIONS

SECTION D. PRIVATE UTILITIES PARTICIPATING LIST

SECTION E. PRIVATE UTILITIES SCOPE OF WORK

SECTION F. PRIVATE UTILITIES TEST PITS AND SKETCHES

SECTION G. PRIVATE UTILITY DRAWING LIST

# SECTION A – JOINT BID REQUIREMENTS AND STANDARD SPECIFICATIONS

## SECTION A.1 - Requirements for Joint Bid Work

A. Definitions. Additional terms are defined in Standard Construction Contract.

1. “Business Days” will mean Monday through Friday, excluding holidays.

2. “City Facility(ies)” will mean any facility owned by the City, including, but not limited to, roadways, streets, highways, parkways and other thoroughfares, bridges, sewers, culverts, catch basins, chutes and water mains.

3. “Joint Bid Project(s)” will mean a construction project that the City and Utilities agree will be awarded in accordance with applicable law and will include both City Facilities and Utility Facilities.

4. ”Pre-engineer” or “Pre-engineering” will mean a process undertaken by the Utilities on all Joint Bid Projects whereby the Utilities will determine and mark-out current Utility Facilities, and design the location and/or re-location of Utility Facilities in a manner that is to the extent practicable, efficient and cost-effective for both the City and the Utilities to avoid or ameliorate disturbances to the City Facilities and the Utilities Facilities, and in which the City and Utility participate in prior to the award of a Joint Bid Project contract.

5. “Public Work” will mean the following: (a) construction, reconstruction, installation, alteration, maintenance, repair, grading, re-grading, regulating and improvement of roadways, highways, streets, parkways and other thoroughfares, and bridges and (b) similarly for sewers, culverts, catch basins, chutes and water mains.

6. “Shared Items” will mean the bid items in the City’s construction contract in which the total cost will be paid for by the City and the Utilities in accordance with their share as mutually agreed upon.

7. "Specialty Contractor” will mean a contractor provided and paid for by the Utility, which may include the Utilities’ in-house field forces.

8. “Specific Public Work Items” will mean a detailed set of specifications prepared by the City based on the City’s engineering, design and plans that will represent the Public Work portion of the Joint Bid Project and it is these unit price items and quantities related to the Public Work that will be bid upon and evaluated by the City for the Public Work portion of the City’s construction contract.

9. “Specific Shared Items” will mean a detailed set of specifications prepared by the City based on the City’s engineering, design and plans that will represent the Shared Items portion of the Joint Bid Project and it is these unit prices and quantities related to Shared Items that will be bid upon and evaluated by the City for the Shared Items portion of the City’s construction contract.

10. “Specific Utility Work Items” will mean a detailed set of specifications prepared by the Utilities based on the Utility’s Pre-engineering that will represent the Utility Work portion of the Joint Bid Project. The Specific Utility Work Items are composed of the Joint Bid Fixed Sum Items and Joint Bid Specialty Items, as described in Section A.2 below.

11. “Utility Facility(ies)” will mean the property owned by the Utilities, including, but not limited to, pipes, poles, conduits, wires, lines and other facilities, structures or property of the Utilities that may be below ground, at ground-level or above ground, that could disturb or interfere with the Public Work.

12. “Utility” or “Utilities” will mean the utility entities participating in this Joint Bid Project.

13. “Utility Work” will mean such work as is required to be performed by the Contractor during the performance of Public Work, as defined herein, in order to maintain, protect, support, shift, alter, relocate, remove, construct, and/or replace Utility Facilities at the Utilities’ expense.

B. The City is bidding jointly this Contract. The City has combined its Public Work and Utility Work into one bid contract package. All prospective bidders should be alerted to the fact that the City prepared all specifications, drawings, and all other necessary contract documents for the Public Work and Utility Work.

C. The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for the Public Work and Utility Work. The bid items, specifications, and estimated quantities have been designed to fully compensate the Contractor for its costs to perform the Public Work and Utility Work.

D. The Contractor agrees that its bid prices and the NYC Utility Price List prices for the Public Work and Utility Work will include all incremental costs and/ or additional compensation for performing Public Work and Utility Work including: coordination of its work with the Utilities, loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, loss of profit, other damages or impact costs that may be suffered by the Contractor because of direct or indirect obstructions due to the presence of Utility Facilities, such as conduits, ducts or duct banks containing conductors for live and/or abandoned electric, telephone, cable TV, any type of communication cables, “Non Cost Sharing” gas mains and services, steam mains, and various non-hazardous encasement materials or utility structures located within the Public Work project area.

E. In the bid solicitation documents, the City has provided estimated quantities for both Specific Public Work Items, Specific Utility Work Items, and Specific Shared Items. Bidders are required to bid a unit price on all Work in the Bid Schedules. For the purposes of identifying the lowest responsive and responsible bidder, a bidder’s unit prices bid must be calculated based on all Work, which includes the combined Specific Public Work Items, the Specific Utility Work Items, and the Specific Shared Items.

F. If the Utility determines that the Contractor is not qualified or best suited to perform a specific scope of Utility Work, the Utility has the right to utilize their Specialty Contractors. If the Contractor claims that delays were caused by a Utility for failure to supply and/or provide Specialty Contractors in a timely manner, then the Contractor may bring a claim against the Utility. To the extent the Contractor claims that a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a court of law and may not seek arbitration over any delay claims or delay-related claims. If the Contractor and Utility initiate a legal action against each other, this legal action will be outside the jurisdiction of the City’s Contract Dispute Resolution Board process and the City will not be a party in the litigation process. Neither the Contractor nor the Utility may bring a delay claim against the City through either a

court of law or the City's Contract Dispute Resolution Board process. Refer to the Standard Construction Contract for additional details. The Contractor must allow the Utility's Specialty Contractors to have reasonable access to the work area with prior notice and may, with the exception of the Utilities' in-house field forces, condition such access on proof of insurance acceptable to the Engineer.

G. The Lower Manhattan Joint Bid Agreement, dated June 6, 2006, shall not apply to this project. The Contractor agrees that the Utilities are third-party beneficiaries of the contract for a Joint Bid Project, and that the Utilities shall be entitled to rely upon and enforce any and all terms and conditions of the Contract for a Joint Bid Project as it pertains to the Contractor and the performance of the Public Work, Shared Items, and Utility Work.

## SECTION A.2 – Price List Method

A. This Contract has been prepared using the Price List Method. The Price List Method consists of all of the following.

1. The Contractor bids on the items listed in the Bid Schedule ("Bid Items")
2. The Contractor agrees that the prices listed for items in the Price List ("PL Items") represent full and complete compensation for the Specific Utility Work Items listed in the NYC Utility Price List. The NYC Utility Price List prices are fixed for the duration of the Contract, regardless of any time extensions.
3. The Bid Schedule contains Joint Bid Fixed Sum Items ("JB FS Items") that will be used for payment of Utility Work. These items may include:

| Item No. | Description | Unit |
|---|---|---|
| JB-FS-AL | ALTICE JB FIXED SUM | F.S. |
| JB-FS-CC | CROWN CASTLE JB FIXED SUM | F.S. |
| JB-FS-CE | CON EDISON JB FIXED SUM | F.S. |
| JB-FS-EX | EXTNET JB FIXED SUM | F.S. |
| JB-FS-NG | NATIONAL GRID JB FIXED SUM | F.S. |
| JB-FS-LI | LIPA-PSEG JB FIXED SUM | F.S. |
| JB-FS-RC | RCN JB FIXED SUM | F.S. |
| JB-FS-SP | CHARTER-SPECTRUM-TW JB FIXED SUM | F.S. |
| JB-FS-VZ | ECS-VERIZON JB FIXED SUM | F.S. |

4. If this Contract contains Specialty JB items that are not covered by the NYC Utility Price List ("JB Specialty Items"), the Contractor will bid on the JB Special items listed in the separate JB Specialty Item Bid Schedule. For clarity, standard City items that are not used in the Bid Schedule may be used as JB Specialty Items.

B. Any costs that are to be paid for by the Utility will be paid according to the JB FS Items, whether the work is a Bid Item, PL Item, or JB Specialty Item.

C. There is no restriction as to which items may be used to pay for Utility Work – any Bid Item, PL Item (regardless of the utility), or JB Specialty Item (regardless of the utility) may be used. Utility may use any applicable item from the Bid Items, the PL Items, or the JB Specialty Items, whether for anticipated or unanticipated Utility work, regardless of whether the item is considered or defined as a City item, such Utility's item, or another Utility's item. In consultation with the Utilities, the Engineer is responsible for verifying the applicability of items proposed for use by the Utilities in accordance with any agreement in effect between the City and the Utilities. The arbitrator(s) under Section A.4 shall have the sole and exclusive authority to determine which items are applicable should there be a dispute between any Utility and the Contractor on such issue.

D. Quantities of work to be paid for under the JB FS Items must be tracked separately from the quantities of work paid for under the Bid Items. The method and format of separate tracking must be submitted to the Engineer for review and processing.

E. Overruns:

1. Bid Items: Quantities of Bid Items paid for according to the JB FS Items are not overruns for the purpose of Standard Construction Contract Article 26.1. However, if the City negotiates a new unit price for an item per Article 26.1, that new unit price will also be used for payment under the JB FS Items.

2. JB FS Items: The City will not pay the Contractor directly when there is an overrun of the JB FS Items, except when the City's RE determines that such overruns are caused by field conditions impacting planned City work, or scope of work changes. Overruns not paid by City will be paid directly to Contractor by the Utility at the established unit rate for the Bid Items, the PL Items, or the JB Specialty Items and according to the same retainage requirements as applicable between the City and the Contractor. In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

   In the event that funds are insufficient in the Utility budget code to continue payments under the JB FS Item, the Engineer may determine that all future payments under the JB FS Item are overruns, and will be paid directly to the Contractor by the Utility as specified in the paragraph above.

F. Extra Work:

1. If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Contract, then the Contractor must immediately notify the City and the Utility in writing, describing the nature and location of the extra work in question. The Utility then has five (5) business days to investigate the conditions and then either:

   i. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;

   ii. Advise the Contractor and the City in writing that the Contract items provide for the scope of work encountered, specifying the exact unit items that cover the work;

   iii. Advise the Contractor and the City in writing that it intends to perform the necessary utility work with Utility forces or with Specialty Contractors, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Utility must provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Utility's schedule by the City, the Contractor must provide access to the worksite to the Utility and/or any Specialty Contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the Utility.

   iv. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Contract, including, but not limited to, relocating, supporting, and/or protecting the Utility's facilities, and/or shifting the City facility if approved by the Engineer, and/or otherwise changing its operations to work in the presence of the Utility's facilities. Should the Utility elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

2. For items not included in the Bid Items, PL Items, or JB Specialty Items ("Utility Extra Work"), the Utility and the Contractor will directly negotiate unit rates, lump sum amounts, or agree to payment on a Time and Material Basis. In this case, the

requirements above for overruns apply for payment. The Utility may select whether the Extra Work will be paid under the appropriate JB FS Item or paid directly from the Utility, unless such payment would cause an overrun of the JB FS Item and the Extra Work will be paid directly from the Utility. In this case, the requirements above for overruns apply for payment. If Extra Work agreed to on a Time and Material Basis is not calculated in accordance with Article 26 of the Standard Construction Contract, this Extra Work must be paid directly to the Contractor by the Utility.

In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

G. Overtime on Utility Work:

The Contractor will be paid under this article for Utility Work deemed necessary by the Commissioner (in consultation with the Utility) to accelerate Specific Utility Work Items during critical periods. Such accelerated Utility Work includes:

A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which must be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,

B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,

C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner (in consultation with the Utility) that result in additional costs to perform Contract Work as specified.

Such accelerated Utility Work must be paid for under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract.

Payment made under this article must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

## SECTION A.3 - Standard Specifications for Joint Bid Work

A. The Contractor is be responsible for performing work in accordance with the Private Utilities reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, dated August 1, 2005, as amended below and in Section C.

B. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 450, pages 56, 57, and 58;

Note: Items under JB 450 are task driven operation items and are not based on crew size. These items are divided into three unique types, each of which provides a description of applicability and typical use. The “Method of Measurement”, on page 57, states that “The actual crew performing the operation will not be considered by the facility operator, in consultation with the Resident Engineer, when determining the applicable Unit Item Type, which will be only as per the task performed."

C. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 225, page 10, Article A. Description;

Delete the last four lines of text in their entirety, beginning with the words: “accordance with Specification under Addendum #1, . . .”;

Substitute the following revised text: “accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost will be deemed included in this item.”

D. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 225, page 10, Article B. Materials;

Delete the first sentence in its entirety, beginning with the words: “Furnish Controlled Low Strength Material fill or backfill . . .”;Substitute the following revised sentence: “Furnish Controlled Low Strength Material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification.”

E. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 226, page 12, Article A. Description;

Delete the last five lines of text in their entirety, beginning with the words: “accordance with Specification under Addendum #1, . . .”;

Substitute the following revised text: “accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost will be deemed included in this item.”

F. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 226, page 12, Article B. Materials;

Delete the first sentence in its entirety, beginning with the words: “Furnish controlled low strength material fill or backfill . . .”;

Substitute the following revised sentence: “Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification.”

G. Section JB 350 is not applicable and deemed deleted. The Contractor will not be paid separately to modify means and methods around overhead utilities; those costs must be included in the prices bid for all work.

H. Section JB 900 is not applicable and deemed deleted.

SECTION A.4 – Resolution of Certain Disputes Arising Between the Contractor and the Utilities (Appendix "JB-A")

A.1.0 Applicability. In recognition of the usefulness of a process of alternative dispute resolution for its efficiency, speed and cost-effectiveness in managing conflict and settling disputes that may arise under, or by virtue of, these special provisions of Joint Bidding, the City and Utilities have agreed to the procedures set forth in this **Appendix "JB-A**." Accordingly, this **Appendix "JB-A"** will apply to disputes between the Contractor and the Utilities that arise in relation to this Contract, except for those disputes between the Contractor and the Utilities relating to delay claims, as described in Section A.1, Article F of these JB-Pages.

A.1.1 The Utilities' Responsibilities. If the Utility identifies an issue in the payment requisition for the Utility Work, the Utility will immediately notify the City and the Contractor by a written notice. After sending such written notice, the Utility agrees to meet with the Contractor to resolve the issue. If the issue cannot be resolved, then the Utility or the Contractor will seek to resolve the issue through the arbitration process as set forth herein.

A.1.2 No Extra Or Disputed Work. If the Utility determines that the alleged extra Utility Work or the disputed Utility Work is part of the City's Contract Documents and denies the Contractor's claim or request for a change order, then after receiving the Utility's written response, the Contractor will either accept the Utility's determination or immediately seek to have the issue resolved through the arbitration process as set forth herein.

A.1.3 Extra Work. If the Utility determines that there is extra Utility Work, the extra Utility Work will be paid for based on the contract rates as set forth in A.2 of these JB-Pages. If all or a portion of the agreed upon extra Utility Work items are not in the contract rates, then the Utility and the Contractor will negotiate the cost of the extra Utility Work with each other with the understanding that the performance of Public and Utility Work will continue during all negotiations and discussions. If the parties reach an agreement on cost for the extra Utility Work, then the Contractor and the Utility will submit to the City's RE a copy of the agreed upon prices together with supporting documentation. If the parties do not reach an agreement on cost for the extra Utility Work, then the parties will immediately arbitrate the issue as set forth herein.

A.2.0 Joint Bid Projects. Disputes that arise under this Appendix, as described above in paragraph A.1.0, will be resolved in accordance with the provisions of this **Appendix "JB-A"**. **Appendix "JB-A"** will NOT apply to any disputes between the City and the Contractor, or any disputes between the City and the Utilities. Since the arbitration of Utility interference disputes, as described in Article A.1.0 above, is a matter solely between the Utilities and the Contractor, and since the parties agree to reduce or eliminate any costs to the City relating to any arbitration pursuant to this **Appendix "JB-A"**, the parties hereby agree that:

A.2.1 The City will not be a party in the arbitration process;

A.2.2 Neither the Contractor nor the Utilities will call as a witness in the arbitration process any City employee, agent or consultant, including the City's RE, his staff or City inspection personnel;

A.2.3 The City will not be responsible for any costs, fees or monetary awards or price adjustments associated in any way with the arbitration process described in this **Appendix "JB-A"**; and

A.2.4 Notwithstanding Articles A.2.1 and A.2.2, the City's obligation to furnish information to the parties will be limited to those requests as set forth under the New York State Freedom of Information Law, as amended.

A.3.0 Pre-Arbitration Procedures.

A.3.1 Should a dispute arise between any Utility and the Contractor pursuant to Article A.1.0 of this Appendix, the disputing party will notify the City and the other party in writing within two (2) Business Days of the dispute that a dispute exists, and briefly describe; (i) the nature of the dispute; and (ii) the proposed resolution and rationale supporting its proposal.

A.3.2 After notifying the City of the dispute, the disputing parties will have fifteen

(15) Business Days to meet, discuss the issues, exchange documents and/or exchange offers with due diligence and in good faith in order to reach an agreement and resolve the dispute.

A.3.3. If the disputing parties reach an agreement, they will immediately notify the City in writing that the dispute has been resolved and describe the terms of the resolution.

A.3.4 If the disputing parties have not reached an agreement within fifteen (15) Business Days of the date the City was first notified of the dispute, the Contractor will, within five (5) Business Days thereafter, submit to the Utility a written Final Offer, which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work which the Contractor contends are not covered by application of the contract rates; and (ii) a detailed breakdown of the Contractor's proposed prices (e.g., unit prices and quantities) for such work.

A.3.5 Upon receipt of the Contractor's Final Offer, the Utility will, within five (5) Business Days, either accept the Contractor's Final Offer or submit to the Contractor a written Final Offer which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work, if any; and (ii) a detailed breakdown of the Utility's proposed prices (e.g., unit prices and quantities) for such work, if applicable.

A.3.6 Once Final Offers have been exchanged by the parties, they may not be modified or withdrawn by either party except by mutual agreement or final settlement of the dispute.

A.3.7 Upon exchange of Final Offers, the Contractor will have three (3) Business Days, to either accept or reject the Utility's Final Offer. If the Contractor rejects the Utility's Final Offer, then either the Contractor or the Utility will submit the dispute to the American Arbitration Association ("AAA") to be resolved in accordance with the Construction Industry Arbitration Rules ("Rules") in effect on the date the arbitration is initiated, except as such Rules are modified herein.

A.3.8 Each of the steps described above will be a condition precedent to the obligations of the parties in succeeding steps. Since **Time is of the Essence**, should either party fail to comply with any of the pre-arbitration procedures described above, that party will be deemed to be in default. If, upon receipt of written notice of default by the other party, the defaulting party has not cured the default within three (3) Business Days, the other party may proceed to arbitration solely on the issue of whether the defaulting party was in default of these pre-arbitration procedures. If, after hearing evidence, the arbitrator(s) determine that the defaulting party was in default of these pre-arbitration procedures, then the arbitrator(s) will enter a final decision in favor of the other party in accordance with the Final Offer submitted by the other party or, if no Final Offer has been submitted prior to the default, according to the last written proposal submitted by the other party.

A.4.0 General Provisions.

A.4.1 The Utility agrees to pay for any disputed or extra Utility Work while the arbitration proceeding is pending based on the Utility's Final Offer.

A.4.2 All determinations by the parties required by this **Appendix "JB-A"** will be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.

A.4.3 The Utility agrees to copy the City on all communications involving the arbitration process and to notify the City of the final determination.

A.4.4 The Utility agrees to pay the Contractor directly for any final settlement for extra Utility Work that may be agreed to by the Utilities and the Contractor or any final award for extra Utility Work issued by the arbitrator(s), less credits for any payments previously made by the Utility to the Contractor.

A.4.5 All of the contract defined terms will apply here, as if they were re-stated herein.

A.4.6 Since **Time Is Of The Essence** on all Joint Bid Projects, whenever there is a dispute pursuant to this **Appendix "JB-A"**, the terms of the City's Construction Contract will remain in full force and effect, and the Contractor will continue performing all of the Contract Work and the Utility Work as directed by the City.

A.4.7 The timeframes set forth herein have been established to ensure that the Joint Bid Project does not stop for any disputes between the Contractor and the Utility.

A.4.8 All of the timeframes are measured in Business Days, which include Monday, Tuesday, Wednesday, Thursday and Friday, but exclude holidays.

A.4.9 For all disputes that arise under **Appendix "JB-A"**, the City's role will be limited to receiving copies of all written communications.

A.4.10 The Contractor and all subcontractors hired by it agree to waive any rights they may have, if any, under law, equity, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives or so-called "order outs" under the New York City Administrative Code, to require any or all of the Utilities to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove Utility facilities in connection with work to be performed under this contract. However, nothing in this Agreement will preclude the City from exercising its rights under the law, including the right to issue such a directive to a Utility.

A.4.11 Each Utility will be named as an additional insured on all insurance policies required to be maintained by the Contractor in connection with the Joint Bid Project. The actual incremental cost, if any, to the Contractor of providing such insurance coverage will be borne by the Contractor. The Contractor will provide a written statement from its insurance provider documenting this added coverage to the Utility. Under no circumstances will the cost of insurance coverage on behalf of the Utility be borne by the City. Nothing in this paragraph will be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, with regard to any Utility Work performed in accordance with or through this **Appendix "JB-A"**, the Utility and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Utility regulations.

A.5.0 The Arbitration Procedures.

A.5.1 Once the AAA has appointed an arbitrator(s), the arbitration will be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

A.5.2 No later than fourteen (14) calendar days prior to the first day of arbitration, the Utility and Contractor will submit to the arbitrator(s), and to each other, a summary of each party's respective position, all documentary, photographic or physical evidence on which the party intends to rely, and such other information as is deemed appropriate, along with a copy of each party's "Final Offer" as described above.

A.5.3 The arbitration will be conducted and concluded in two (2) days.

A.5.4 On the morning of the first ($1^{st}$) day of the arbitration, Contractor and/or representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, Contractor will not be permitted to produce any evidence that has not already been provided to the Utility and the arbitrator(s) pursuant to Paragraph A.5.2, above. Contractor will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.

A.5.5 After the Contractor's presentation, Utility and/or its representatives will have 2 hours to ask the Contractor questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Contractor questions about its claim and its presentation.

A.5.6 On the morning of the second ($2^{nd}$) day of the arbitration, Utility and/or its representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, the Utilities will not be permitted to produce any evidence that has not already been provided to the Contractor and the arbitrator(s) pursuant to Paragraph A.5.2, above. The Utility will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.

A.5.7 After the Utility's presentation, the Contractor and/or its representatives will have 2 hours to ask the Utility questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Utility questions about its claim and its presentation.

A.5.8 Subject to the above maximum time limitations set forth above, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.

A.5.9 The arbitrator(s) will then have one (1) week to select in writing, as the arbitrators' award, that party's Final Offer that appears to be more reasonable, based on the presentations at the arbitration hearings.

A.5.10 The arbitrator(s) will have no discretion to grant an award other than one of the two (2) Final Offers submitted by the parties.

A.5.11 The arbitration award will be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

A.5.12 Any award for work that has already been performed will be paid on the $7^{th}$ day after receipt of the arbitrator's decision, or on the $30^{th}$ day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision will be paid within thirty

(30) calendar days of completion of work. Interest will accrue from the date payment is due at the rate of nine (9%) percent per annum. Either party may cause judgment to be entered in accordance with the decision of the arbitrator(s) in a court in the State of New York, County of New York.

A.5.13 The Utility and the Contractor initially will share the arbitrator's(s') fees and any other costs of the arbitration equally. The non-prevailing party will then pay all arbitrator's(s') fees and costs of the arbitration and will reimburse the prevailing party for its share of such fees and costs theretofore paid.

A.5.14 The parties may, at any time, settle any matter submitted to arbitration.

A.5.15 Since **Time is of the Essence**, should any party, at any time after the dispute has been submitted for arbitration, materially fail to comply with: (i) the Rules, (ii) any of these arbitration procedures, or (iii) any procedural decisions by the arbitrator(s), then the arbitrator(s) will enter an order directing the party to cure its non-compliance within five (5) Business Days. If the party fails to comply with the order of the arbitrator(s) order within the five (5) Business Days, upon receipt of evidence that the non-complying party has failed to comply with the arbitrator's(s') order, the arbitrator(s) will enter a final decision in favor of the other party in accordance with the other party's Final Offer.

**END OF JB-PAGES SECTION A**

**(NO FURTHER TEXT ON THIS PAGE)**

# SECTION B. NYCDDC INFRASTRUCTURE DIVISION JOINT BID UTILITY PRICE LIST

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .1) | EACH | $ 528 |
| JB 100.2 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2) | EACH | $ 790 |
| JB 100.3 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .3) | EACH | $ 1,036 |
| JB 100.4 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .4) | EACH | $ 1,260 |
| JB 100.5 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .5) | EACH | $ 1,734 |
| JB 100.6 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .6) | EACH | $ 1,853 |
| JB 100.7 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .7) | EACH | $ 2,009 |
| JB 101.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1) | EACH | $ 2,635 |
| JB 101.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2) | EACH | $ 3,024 |
| JB 101.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3) | EACH | $ 4,078 |
| JB 101.4 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .4) | EACH | $ 4,315 |
| JB 101.5 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .5) | EACH | $ 5,224 |
| JB 101.6 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .6) | EACH | $ 5,716 |
| JB 101.7 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .7) | EACH | $ 5,786 |
| JB 102.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1) | EACH | $ 3,283 |
| JB 102.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2) | EACH | $ 3,689 |
| JB 102.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .3) | EACH | $ 4,401 |
| JB 102.4 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .4) | EACH | $ 5,033 |
| JB 102.5 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .5) | EACH | $ 5,576 |
| JB 102.6 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .6) | EACH | $ 5,905 |
| JB 102.7 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .7) | EACH | $ 6,930 |
| JB 103.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1) | EACH | $ 3,848 |
| JB 103.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .2) | EACH | $ 4,521 |
| JB 103.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .3) | EACH | $ 5,625 |
| JB 103.4 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .4) | EACH | $ 6,614 |
| JB 103.5 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .5) | EACH | $ 7,914 |

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 103.6 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .6) | EACH | $ 8,484 |
| JB 103.7 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .7) | EACH | $ 9,054 |
| JB 104.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .1) | EACH | $ 4,236 |
| JB 104.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .2) | EACH | $ 4,685 |
| JB 104.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .3) | EACH | $ 5,590 |
| JB 104.4 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .4) | EACH | $ 6,281 |
| JB 104.5 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .5) | EACH | $ 7,314 |
| JB 104.6 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .6) | EACH | $ 7,653 |
| JB 104.7 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .7) | EACH | $ 8,135 |
| JB 105.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .1) | EACH | $ 4,543 |
| JB 105.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .2) | EACH | $ 5,028 |
| JB 105.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .3) | EACH | $ 6,210 |
| JB 105.4 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .4) | EACH | $ 7,233 |
| JB 105.5 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .5) | EACH | $ 8,680 |
| JB 105.6 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .6) | EACH | $ 9,209 |
| JB 105.7 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .7) | EACH | $ 8,630 |
| JB 106.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .1) | EACH | $ 4,748 |
| JB 106.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .2) | EACH | $ 5,239 |
| JB 106.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .3) | EACH | $ 6,458 |
| JB 106.4 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .4) | EACH | $ 7,506 |
| JB 106.5 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .5) | EACH | $ 8,894 |
| JB 106.6 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .6) | EACH | $ 9,429 |
| JB 106.7 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .7) | EACH | $ 9,964 |
| JB 107.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .1) | EACH | $ 5,011 |
| JB 107.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .2) | EACH | $ 5,598 |
| JB 107.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .3) | EACH | $ 6,816 |

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 107.4 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .4) | EACH | $ 7,911 |
| JB 107.5 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .5) | EACH | $ 9,498 |
| JB 107.6 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .6) | EACH | $ 9,861 |
| JB 107.7 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .7) | EACH | $ 10,225 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1) | EACH | $ 804 |
| JB 108.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2) | EACH | $ 1,384 |
| JB 108.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3) | EACH | $ 1,970 |
| JB 108.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4) | EACH | $ 2,516 |
| JB 108.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .5) | EACH | $ 2,934 |
| JB 108.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .6) | EACH | $ 3,285 |
| JB 108.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .7) | EACH | $ 4,026 |
| JB 109.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1) | EACH | $ 1,165 |
| JB 109.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2) | EACH | $ 1,619 |
| JB 109.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3) | EACH | $ 2,190 |
| JB 109.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4) | EACH | $ 2,804 |
| JB 109.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5) | EACH | $ 3,250 |
| JB 109.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .6) | EACH | $ 3,643 |
| JB 109.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .7) | EACH | $ 3,775 |
| JB 110.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1) | EACH | $ 1,519 |
| JB 110.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2) | EACH | $ 1,958 |
| JB 110.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .3) | EACH | $ 2,526 |
| JB 110.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .4) | EACH | $ 3,191 |
| JB 110.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .5) | EACH | $ 3,734 |
| JB 110.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .6) | EACH | $ 4,294 |
| JB 110.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .7) | EACH | $ 5,021 |
| JB 111.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1) | EACH | $ 1,891 |

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 111.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2) | EACH | $ 2,530 |
| JB 111.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3) | EACH | $ 3,366 |
| JB 111.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .4) | EACH | $ 4,284 |
| JB 111.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .5) | EACH | $ 5,056 |
| JB 111.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .6) | EACH | $ 5,735 |
| JB 111.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .7) | EACH | $ 7,165 |
| JB 112.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .1) | EACH | $ 1,888 |
| JB 112.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .2) | EACH | $ 2,446 |
| JB 112.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .3) | EACH | $ 3,395 |
| JB 112.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .4) | EACH | $ 4,376 |
| JB 112.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .5) | EACH | $ 5,133 |
| JB 112.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .6) | EACH | $ 5,776 |
| JB 112.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .7) | EACH | $ 6,826 |
| JB 113.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .1) | EACH | $ 2,174 |
| JB 113.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .2) | EACH | $ 2,945 |
| JB 113.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .3) | EACH | $ 3,913 |
| JB 113.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .4) | EACH | $ 4,918 |
| JB 113.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .5) | EACH | $ 5,649 |
| JB 113.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .6) | EACH | $ 6,366 |
| JB 113.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .7) | EACH | $ 7,409 |
| JB 114.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .1) | EACH | $ 2,295 |
| JB 114.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .2) | EACH | $ 3,314 |
| JB 114.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .3) | EACH | $ 4,974 |
| JB 114.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .4) | EACH | $ 6,458 |
| JB 114.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .5) | EACH | $ 7,644 |
| JB 114.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .6) | EACH | $ 8,460 |

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 114.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .7) | EACH | $ 8,724 |
| JB 115.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .1) | EACH | $ 2,646 |
| JB 115.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .2) | EACH | $ 3,790 |
| JB 115.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .3) | EACH | $ 5,585 |
| JB 115.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .4) | EACH | $ 7,361 |
| JB 115.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .5) | EACH | $ 8,706 |
| JB 115.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .6) | EACH | $ 9,558 |
| JB 115.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .7) | EACH | $ 9,891 |
| JB 116.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .1) | EACH | $ 2,871 |
| JB 116.2 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .2) | EACH | $ 4,125 |
| JB 116.3 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .3) | EACH | $ 5,965 |
| JB 116.4 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .4) | EACH | $ 7,945 |
| JB 116.5 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .5) | EACH | $ 9,425 |
| JB 116.6 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .6) | EACH | $ 10,371 |
| JB 116.7 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .7) | EACH | $ 10,706 |
| JB 200 | EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES | L.F. | $ 175 |
| JB 225.1A | INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EACH | $ 3,700 |
| JB 225.1B | INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET | EACH | $ 4,188 |
| JB 225.2A | INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES | EACH | $ 1,850 |
| JB 225.2B | INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET | EACH | $ 2,338 |
| JB 225.3A | REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EACH | $ 1,699 |
| JB 300A | SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG) | C.Y. | $ 288 |
| JB 300.1 | SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP | C.Y. | $ 211 |

JB-B6

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 300.2 | SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP | C.Y. | $ 244 |
| JB 301 | SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPE | C.Y. | $ 291 |
| JB 303 | FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL | C.Y. | $ 48 |
| JB 306 | EXCAVATION REQUIRING SPECIAL CARE ON ACCOUNT OF PARALLELING UTILITY FACILITIES | C.Y. | $ 250 |
| JB 330E | SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION | L.F. | $ 214 |
| JB 330G | SUPPORTS FOR PARALLEL FULLY EXPOSED GAS MAINS IN TRENCH | EACH | $ 1,500 |
| JB 330T1 | SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH | L.F. | $ 145 |
| JB 330T2.1 | COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED | L.F. | $ 294 |
| JB 330T2.2 | COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED | L.F. | $ 413 |
| JB 351 | INSTALL AND REMOVE "A" FRAME ON UTILITY POLES | EACH | $ 1,304 |
| JB 400 | TEST PITS FOR UTILITY FACILITIES | C.Y. | $ 223 |
| JB 401 | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES | C.Y. | $ 261 |
| JB 401A | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT | C.Y. | $ 321 |
| JB 401AC | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNCETED TO THE BASE PAVEMENT | C.Y. | $ 89 |
| JB 401AT | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT | C.Y. | $ 96 |
| JB 402.1 | EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | $ 59 |
| JB 402.1A | EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 68 |
| JB 402.2 | EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | $ 39 |

JB-B7

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 402.2A | EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 48 |
| JB 402T.1 | EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | $ 59 |
| JB 402T.1A | EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 64 |
| JB 402T.2 | EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | $ 43 |
| JB 402T.2A | EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 55 |
| JB 402T.3 | ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4” DIAMETER | L.F. | $ 83 |
| JB 402T.J1 | EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT | L.F. | $ 59 |
| JB 402T.J1A | EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT | L.F. | $ 66 |
| JB 402T.J2 | EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT | L.F. | $ 49 |
| JB 402T.J2A | EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT | L.F. | $ 55 |
| JB 402T.R1A | EXISTING CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 61 |
| JB 402T.R2A | EXISTING NON - CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 49 |
| JB 402T.V1 | EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | $ 60 |
| JB 402T.V1A | EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 41 |

JB-B8

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 402T.V2 | EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | $ 50 |
| JB 402T.V2A | EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 56 |
| JB 403 | PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES | S.F. | $ 4 |
| JB 403T.1 | FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITY FACILITIES (1/4" THICK) | S.F. | $ 15 |
| JB 403T.2 | FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITES FACILITES (3/8" THICK) | S.F. | $ 19 |
| JB 404 | PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES | S.F. | $ 611 |
| JB 405.1 | TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET | C.Y. | $ 339 |
| JB 405.2 | TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING | C.Y. | $ 410 |
| JB 406 | EXCAVATION FOR UTILITY STRUCTURE | C.Y. | $ 283 |
| JB 410.1 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% (TYPE .1) | C.Y. | $ 338 |
| JB 410.2 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2) | C.Y. | $ 403 |
| JB 410.3 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3) | C.Y. | $ 470 |
| JB 410.4 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% (TYPE .4) | C.Y. | $ 580 |
| JB 410.5 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5) | C.Y. | $ 656 |
| JB 410.6 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6) | C.Y. | $ 688 |

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 410.7 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .7) | C.Y. | $ 763 |
| JB 410.8 | MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .8) | C.Y. | $ 838 |
| JB 450.1 | CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1) | CREW/HR | $ 325 |
| JB 450.2 | CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2) | CREW/HR | $ 358 |
| JB 450.3 | CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3) | CREW/HR | $ 919 |
| JB 450.4 | CONSTRUCTION FIELD SUPPORT - LARGE SIZE CREW (TYPE .4) | CREW/HR | $ 1,255 |
| JB 450.5 | CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .5) PIPE-RIPPING SUPPORT | CREW/HR | $ 769 |
| JB 500 | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) | L.F. | $ 5 |
| JB 501 | REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES | C.Y. | $ 284 |
| JB 603E.1 | INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | $ 4 |
| JB 603E.2 | INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | $ 8 |
| JB 603T.1 | INSTALL 1 EACH 2", 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 6 |
| JB 603T.2 | INSTALL 2 EACH 2", 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 13 |
| JB 603T.3 | INSTALL 4 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 21 |
| JB 603T.4 | INSTALL 6 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 41 |
| JB 603T.5 | INSTALL 8 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 56 |
| JB 603T.6 | INSTALL 12 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 84 |
| JB 603T.7 | INSTALL 15 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 104 |
| JB 603T.8 | INSTALL 24 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 168 |
| JB 603T.9 | INSTALL 30 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION | L.F. | $ 195 |
| JB 636 EA | ADJUSTMENT OF UTILITY HARDWARE (UNDER 7" WIDTH) | EACH | $ 195 |
| JB 636 EB | ADJUSTMENT OF UTILITY HARDWARE (7" TO UNDER 14" WIDTH) | EACH | $ 328 |
| JB 636 EC | ADJUSTMENT OF UTILITY HARDWARE (14" TO UNDER 30" WIDTH) | EACH | $ 834 |
| JB 636 ED | ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH) | EACH | $ 759 |

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 636 EE | ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH) | EACH | $ 794 |
| JB 636 EG | ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH) | EACH | $ 1,031 |
| JB 636 EH | ADJUSTMENT OF UTILITY HARDWARE (75" TO UNDER 125" WIDTH) | EACH | $ 1,263 |
| JB 636 EI | ADJUSTMENT OF UTILITY HARDWARE (125" TO UNDER 170" WIDTH) | EACH | $ 1,393 |
| JB 636 MA | ADJUSTMENT OF UTILITY HARDWARE 7" to 30" MILLING / RESURFACING | EACH | $ 119 |
| JB 636 MB | MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (7" TO UNDER 14" WIDTH) | EACH | $ 144 |
| JB 636 MC | MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (14" TO UNDER 30" WIDTH) | EACH | $ 156 |
| JB 636 MD | MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (30" TO UNDER 34" WIDTH) | EACH | $ 169 |
| JB 636 ME | MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (34" TO UNDER 41" WIDTH) | EACH | $ 190 |
| JB 636 MG | MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (41" TO UNDER 75" WIDTH) | EACH | $ 215 |
| JB 636 MH | MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (75" TO UNDER 125" WIDTH) | EACH | $ 244 |
| JB 636 MI | MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (125" TO UNDER 170" WIDTH) | EACH | $ 275 |
| JB 636 R | REPAIR TO UTILITY STRUCTURES | C.Y. | $ 246 |
| JB 636 SA | CONCRETE COLLAR AROUND STEAM CASTINGS | S.F. | $ 14 |
| JB 636 SB | ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH) | EACH | $ 224 |
| JB 636 SC | ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH) | EACH | $ 661 |
| JB 638 N | INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES. | C.Y. | $ 1,156 |
| JB 638 NT | INSTALLATION OF FIELD CONSTRUCTED TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE | C.Y. | $ 3,259 |
| JB 638 R | BREAK OUT AND REMOVE UTILITY STRUCTURE | C.Y. | $ 631 |

# NYCDDC Infrastructure Division - Joint Bid Utility Price List

| Item No. | Item Description | Unit | Price |
|---|---|---|---|
| JB 638 RT | BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONSUTILITY STRUCTURE CONTAINING ACTIVE CABLES | C.Y. | $ 6,438 |
| JB 700 | SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER | C.Y. | $ 88 |
| JB 710.1 | REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE | L.F. | $ 15 |
| JB 710.2 | REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPE | L.F. | $ 16 |
| JB 710.3 | REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON PIPE, STRUCTURE OPENINGS GREATER THAN 20" | L.F. | $ 41 |
| JB 711 | USE SHEETING LINE AS FORM | L.F. | $ 6 |
| JB 781 | REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS | EACH | $ 1,481 |
| JB 798 | MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES | L.F. | $ 305 |
| JB 799 | MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES | L.F. | $ 96 |
| JB 800 | MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES | L.F. | $ 229 |
| JB 801 | MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES | L.F. | $ 116 |
| JB 802A | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK | S.F. | $ 5 |
| JB 802B | SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK | L.F. | $ 11 |
| JB 803.1 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT) | L.F. | $ 10 |
| JB 803.2 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY) | L.F. | $ 20 |
| JB 803.3 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ASPHALT, CONCRETE AND BELGIAN BLOCK ROADWAY REMOVAL OPERATIONS | L.F. | $ 29 |

**END OF JB-PAGES SECTION B**

**(NO FURTHER TEXT ON THIS PAGE)**

# SECTION C. JOINT BID SPECIAL SPECIFICATIONS

## SPECIAL SPECIFICATIONS

The specifications listed below are special specifications which are provided within Section C of the Joint Bid Package and are not found within in the “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN (ISSUED: AUGUST 1st, 2005)” AND THE “NYCDDC Joint Bid Utility Price List (Revised 10/15/2021)”.

**Con Edison:**

| Specification No. | Description | Quantity |
|---|---|---|
| 51.21S0A1000V | STANDARD MANHOLE TYPE A-1 | 1 |
| 51.42S1SO | INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1 | 5 |

Consolidated Edison
Company of New York, Inc.

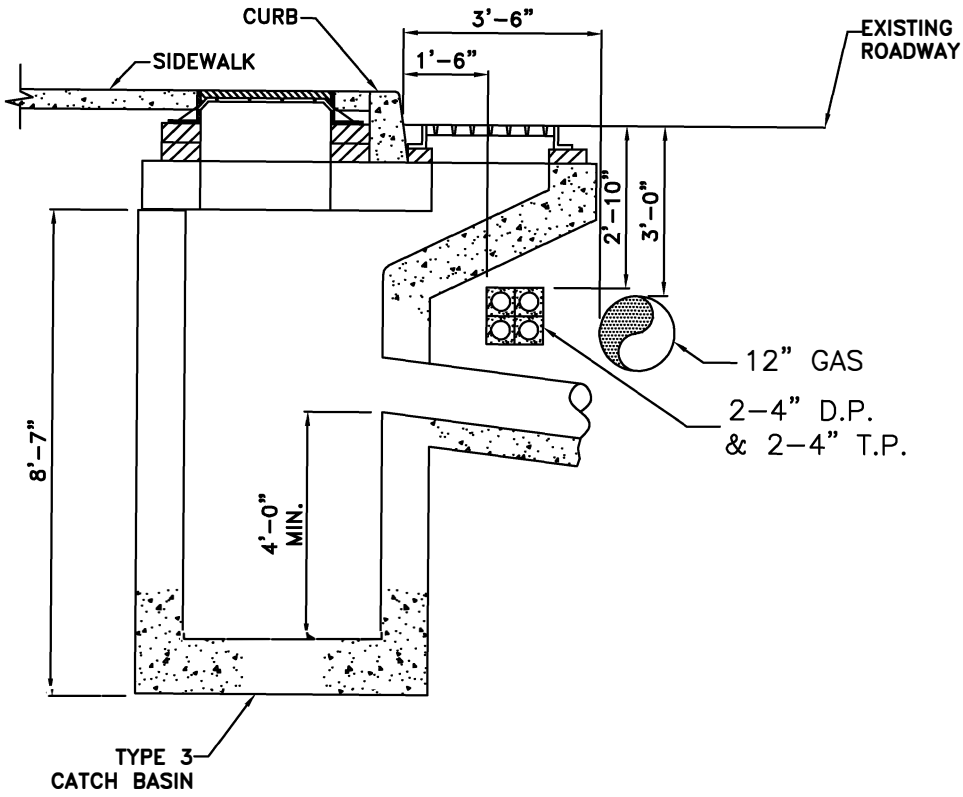
conEdison
a conEdison, Inc. company

SHEET NO. 1 OF 5

JOB: SAFE ROUTES TO SCHOOLS PREPARED BY: HDL DATE: 10/22/2021

JOB NO: 50125122 CHECKED BY: EB DATE: 10/22/2021

TYPE III C.B. #1 LOCATION: N/S OF E. 187TH STREET, E/O THIRD AVENUE




SECTION LOOKING EAST

TYPE-3 CATCH BASIN SKETCH

Consolidated Edison
Company of New York, Inc.

conEdison
a conEdison, Inc. company

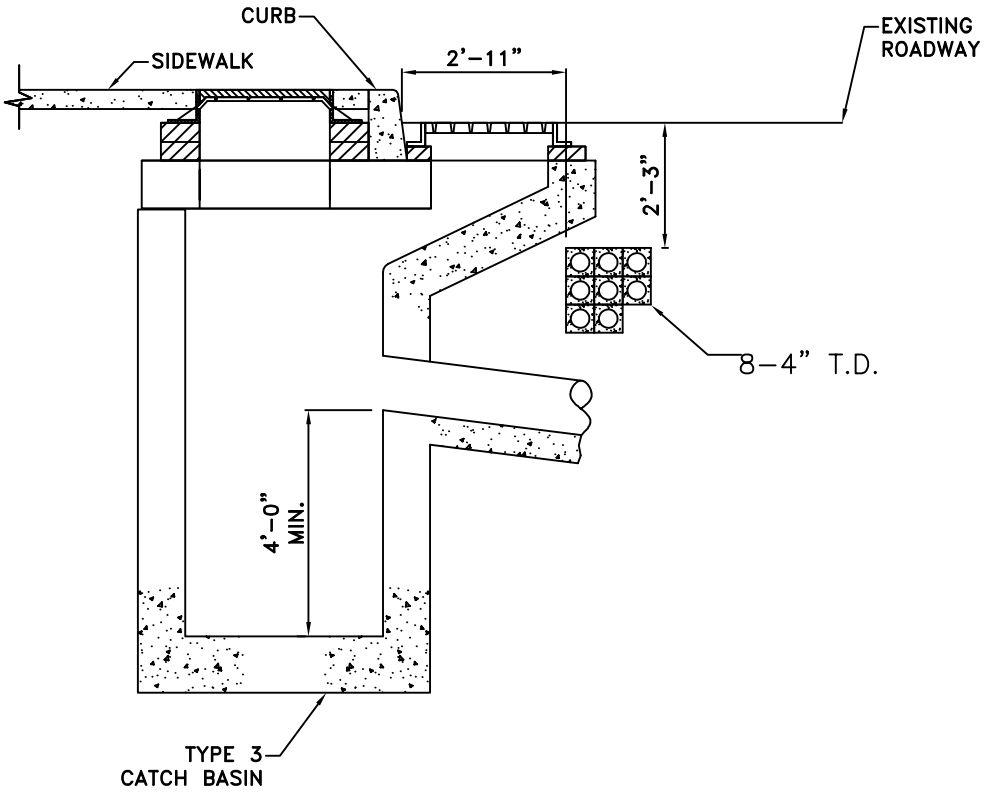
SHEET NO. 2 OF 5

JOB: SAFE ROUTES TO SCHOOLS PREPARED BY: HDL DATE: 10/22/2021

JOB NO: 50125122 CHECKED BY: EB DATE: 10/22/2021

TYPE III C.B. #2 LOCATION: W/S OF CYPRESS AVENUE, N/O E.138TH STREET

SEE TP #XX




SECTION LOOKING NORTH

TYPE-3 CATCH BASIN SKETCH

Consolidated Edison
Company of New York, Inc.

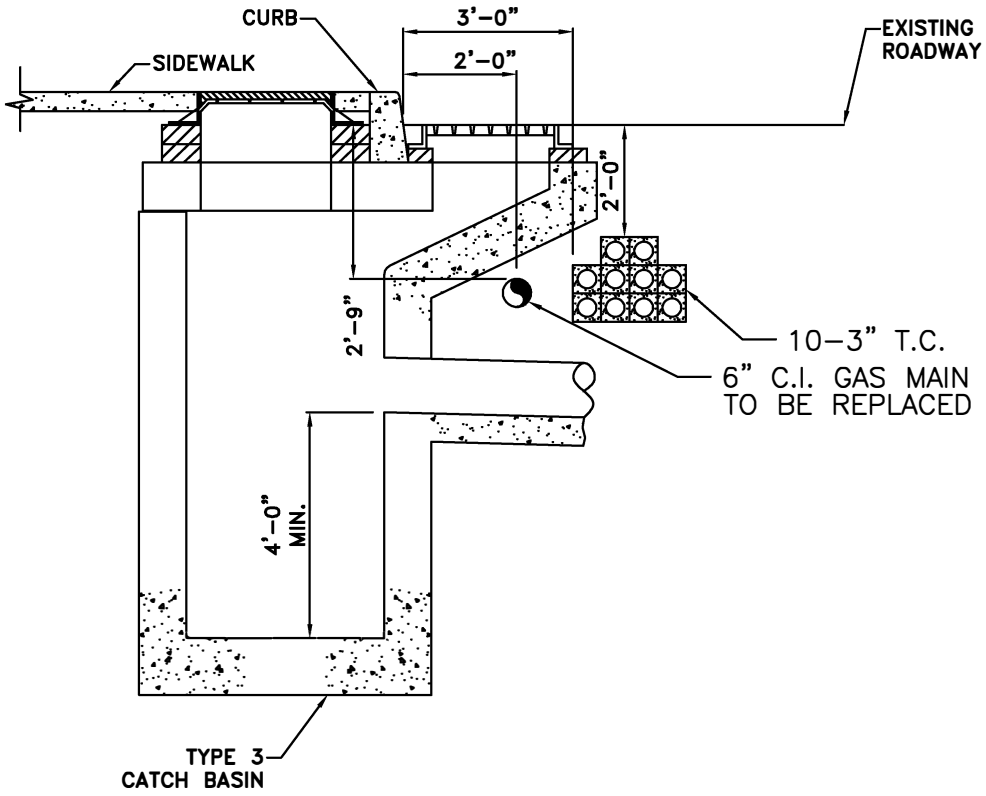
conEdison
a conEdison, Inc. company

SHEET NO. 3 OF 5

JOB: SAFE ROUTES TO SCHOOLS PREPARED BY: HDL DATE: 10/22/2021

JOB NO: 50125122 CHECKED BY: EB DATE: 10/22/2021

TYPE III C.B. #3 LOCATION: E/S OF ST. ANN AVENUE, N/O E.137TH STREET




SECTION LOOKING SOUTH

TYPE–3 CATCH BASIN SKETCH

Consolidated Edison
Company of New York, Inc.

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a conEdison, Inc. company

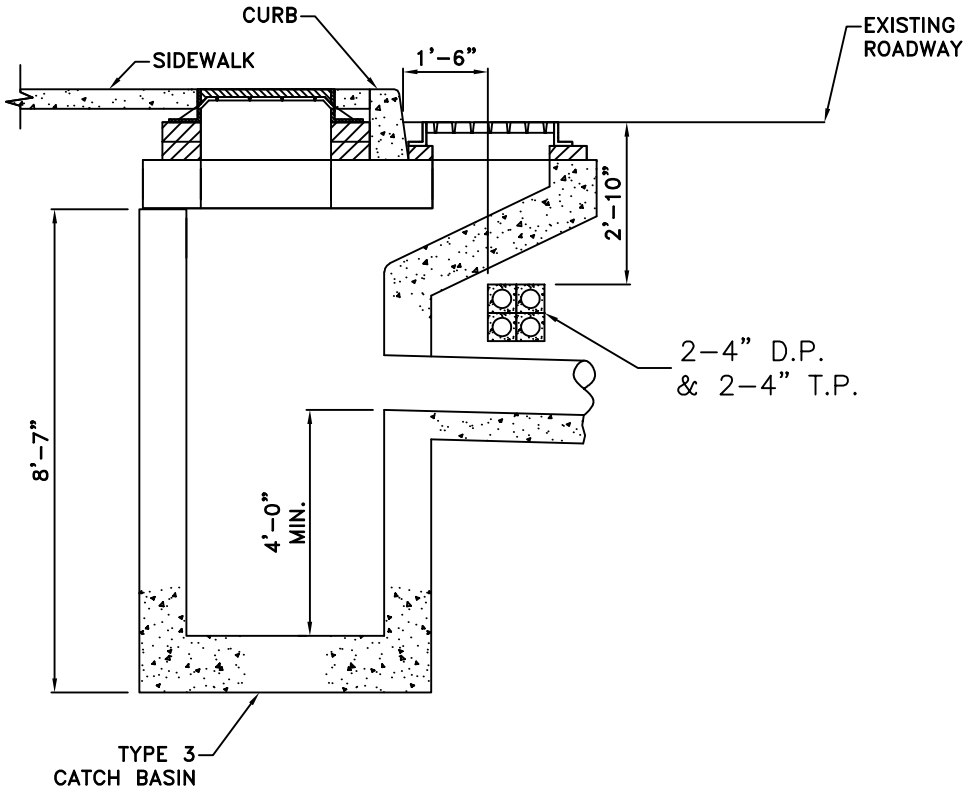
SHEET NO. 4 OF 5

JOB: SAFE ROUTES TO SCHOOLS
JOB NO: 50125122

PREPARED BY: HDL
CHECKED BY: EB

DATE: 10/22/2021
DATE: 10/22/2021

TYPE III C.B. #4 LOCATION: N/S OF 164TH STREET, E/O GERARD AVENUE




SECTION LOOKING EAST

TYPE-3 CATCH BASIN SKETCH

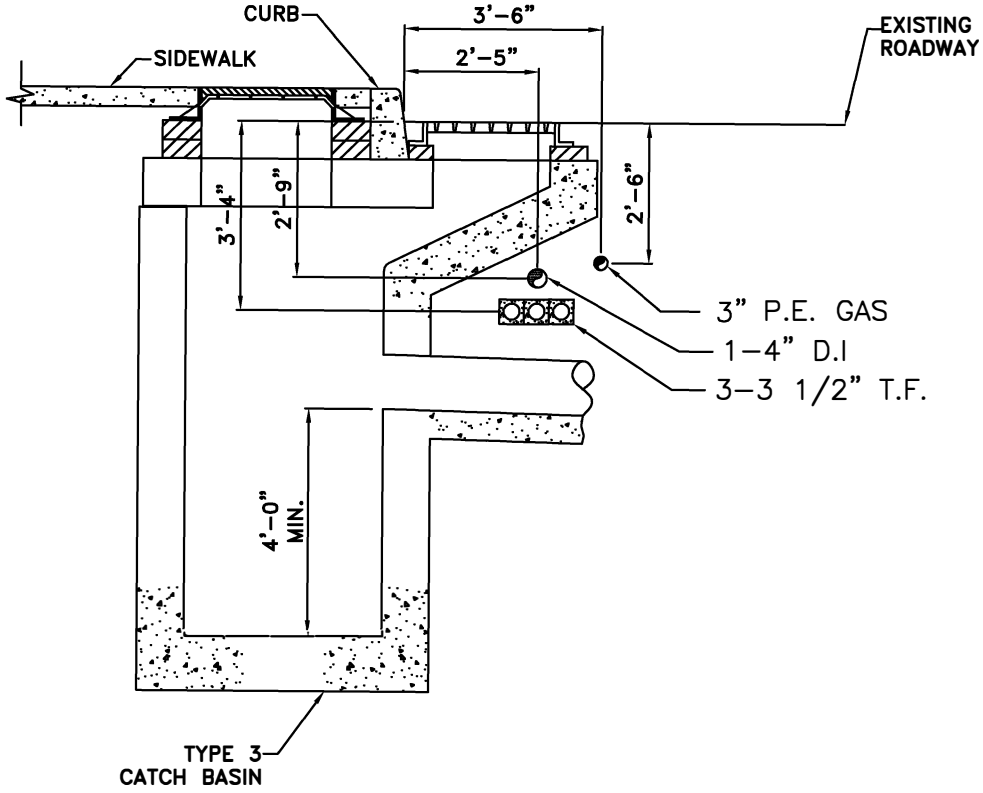
Consolidated Edison
Company of New York, Inc.

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a conEdison, Inc. company

SHEET NO. 5 OF 5

JOB: SAFE ROUTES TO SCHOOLS PREPARED BY: HDL DATE: 10/22/2021
JOB NO: 50125122 CHECKED BY: EB DATE: 10/22/2021

TYPE III C.B. #5 LOCATION: N/S E.137TH STREET, E/O OF ST. ANN AVENUE




SECTION LOOKING EAST

TYPE-3 CATCH BASIN SKETCH

**CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.**
**4 IRVING PLACE**
**NEW YORK, NEW YORK 10003**

# ENGINEERING INSTRUCTION

## CE-SI-1080

## Guidelines for Protecting Existing Underground Transmission Electric Facilities from Nearby Construction Activities

**REVISION 01**

**SEPTEMBER, 2018**

| | | |
|---|---|---|
| **Prepared By:** | Jungmin Lee Hou | 9/25/2018 |
| | Civil Engineering – Engineer | Date |
| **EH&S Review By:** | Walter Stepien | 8/16/2018 |
| | EHS Design Engineering | Date |
| **Civil Engineering** | | |
| **SME Concurrence By:** | Mun Lai Wong | 9/18/2018 |
| | Civil Engineering – Senior Engineer | Date |
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| **SME Concurrence By:** | Vernon Schaefer | 9/19/2018 |
| | Transmission Operations – Project Manager | Date |
| **Transmission Engineering** | | |
| **SME Concurrence By:** | Arie Makovoz | 9/20/2018 |
| | Transmission Operations – Technical Expert | Date |
| **Approve By:** | Tom Villani | 9/24/2018 |
| | Transmission Engineering – Section Manager | Date |
| **Approve By:** | Michael Nuzzi | 8/14/2018 |
| | Civil Engineering – Section Manager | Date |
| **Effective Date:** | **9/25/2018** | |



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## TABLE OF CONTENTS


| SECTION | SUBJECT | PAGE |
|---|---|---|
| 1.0 | SCOPE | 3 |
| 2.0 | DEFINITIONS | 3 |
| 3.0 | INSTRUCTIONS | 4 |
| 4.0 | EXHIBITS | 11 |
| 5.0 | REFERENCES | 12 |




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## SECTION I – GENERAL REQUIREMENTS

### 1.0 SCOPE

The scope of this document is a general guideline for the prevention of damage to high pressure pipes and coating for underground 69, 138 and 345 kV cable systems (electric facilities), caused by construction on ***("outside plant")*** properties not owned by CECONY. The guideline provides information such as:

a) general instructions ***and notification requirements*** prior to any construction activities;
b) clearance requirements;
c) precautions/protections to be made; and
d) special notes during construction activities

***The guideline is not applicable for solid dielectric or self-contained oil-filled cables. Specific work plans for these type of Transmission Feeders shall be reviewed with Con Edison for approval.***

**1.1** APPLICATION

This instruction applies to all Consolidated Edison Company of New York, Inc. (CECONY) organizations and contractors, and outside "third party" organization with oversight responsibility for municipal public improvement contractors and non-municipal contractors, commencing or engaging in underground construction activities associated with excavations, foundations, and demolitions within the vicinity of CECONY's existing underground transmission system.

### 2.0 DEFINITIONS

**2.1** **CECONY** refers to Consolidated Edison Company of New York, Inc.

**2.2** **Contractor** is the construction firm hired by the Property Owner or Project Manager to perform the construction services.

**2.3** **Designated Contact** is the contact person identified within the Project Manager Company and the Property Owner who has the responsibility to communicate on all of the planned construction works to be carried out safely.

**2.4** **Encroachment Area** is the area where the ground disturbance occurs within 25 feet on land of the centerline of the ***Assumed*** Location of the existing electric facilities.

***2.5*** ***Assumed*** **Location** is the location of underground facilities determined from the subsurface investigations, ***such as record drawings or utility mark outs on streets.***

***2.6*** ***Known Location is the Assumed Location that is visually confirmed from hand dug test holes. Both horizontal and vertical locations of underground facilities shall be field verified at, (a) every proposed crossings, (b) every turn in direction, and (c) a minimum of two locations along a straight run of the existing Transmission Electric Facilities. A use of vacuum excavations is an acceptable means of***



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***exposing underground facilities.***

**2.7** **Professional Engineer** is the engineer, currently licensed in New York State, hired by the Property Owner or Contractor to perform the engineering/design services.

**2.8** **Property Owner** is the entity that has legal jurisdiction or ownership of the work area or new facility being installed.

**2.9** **Tolerance Zone** is the area in which soil must be removed by non-mechanical means, such as hand excavations methods, to expose subsurface utilities ***in absence of test pits.*** It is ***2-ft clear distance on both sides*** of ***the Assumed Locations and the width of the existing Transmission Electric Facilities***.

**2.10** **Trained Personnel** refer to someone who is capable of identifying existing and predictable hazards in the surroundings or working conditions, has authorization to take prompt corrective measures to eliminate the hazards, and is trained and experienced in utility installation and inspection.

**2.11** **Transmission Electric Facilities** refer to underground transmission feeders ***69kV and higher*** and associated circulation piping.

**2.12** **Wingback** is the required longitudinal distance of a pipe to be exposed by excavation in order to achieve the desired relocated position.

## 3.0 INSTRUCTIONS

### 3.1 GENERAL INSTRUCTIONS

3.1.1 Follow the requirements outlined in the State of New York Department of Public Service NYCRR 16 Part 753, “Protection of Underground Facilities”.

3.1.2 ***Perform subsurface investigations and mark-outs prior to planning and performing any work in the Encroachment Area of the underground Transmission Electric Facilities.***

3.1.3 Mark-outs of the ***Assumed*** Locations of the underground facilities must be refreshed periodically, by the Contractor, to ensure underground facilities locations are always clearly identified over the entire project duration. If at any time the underground facilities marks become illegible, work must be stopped until the locations can be re-identified.

3.1.4 Contractor shall provide proper support of all ***exposed*** Transmission Electric Facilities during excavation activities.

3.1.4.1 A work plan, including pipe support design and calculations, shall be submitted to CECONY Engineering for approval, at least two weeks prior to performing any work in the Encroachment Area of the electric facilities. Refer to section 3.4 for pipe support design criteria.

3.1.4.2 ***For management of excavated soils, refer to section 3.5, “Backfill”.***



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3.1.4.3 CECONY Transmission Operation shall review the work plan on an as-needed basis and shall inspect the work area for pipe support, moving process and coating conditions prior to backfill.

3.1.4.4 The approved work plan shall be obtained by the Contractor prior to commencement of any work.

3.1.5 ***In absence of test pits, excavation within the Tolerance Zone shall be performed by hand only. Saw-cutting pavements within the Tolerance Zone is allowed with blade depths less than the confirmed asphalt pavement thickness***.

3.1.6 ***For Known Locations, a zone of protection shall be established by shielding the exposed facilities from damage that could result from falling debris, i.e. rocks, concrete, compacted soil, etc. Machine excavation or additional saw-cutting of pavements may then be allowed as directed by CECONY Engineering or CECONY Field Representative.***

3.1.7 Maintain clearances and separation distances to the existing Transmission Electric Facilities to the maximum extent possible at all times. Refer to section 3.2 for clearance and separation distance requirements.

3.1.8 Only Trained Personnel should work in the vicinity of exposed underground Transmission Electric Facilities.

**3.2** CLEARANCES AND SEPARATION DISTANCE

3.2.1 Existing Transmission Electric Facilities within the Tolerance Zone must be protected in place. In general, a minimum of 3 feet of cover over the electric facilities shall be maintained. When less than 2 feet of cover is authorized because of special conditions, suitable guards shall be placed over pipes as described in CE-TS-3352. Clear distance between the guard and the pipe shall be a minimum of 6 inches. Contractor may be allowed to move the existing Transmission Electric Facilities by following the requirements described in section 3.2.2 and ***3.4.4***, or the new facilities must be relocated.

3.2.2 Maintain ***both*** the following minimum required ***vertical*** clearances and ***horizontal*** separation distances between ***existing*** Transmission Electric Facilities and ***the new subsurface*** facilities:



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| Subsurface Facility | Minimum Required Vertical Clearance* to Electric Facilities [ft] | | Minimum Required Horizontal Separation Distance* to Electric Facilities [ft] | |
|---|---|---|---|---|
| | Without Protection | With Protection | Without Protection | With Protection |
| Gas Transmission Facilities Ⓐ Ⓑ Ⓒ | 1.0 | 0.5 | 1.0 | 0.5 |
| Gas Distribution Facilities Ⓐ Ⓑ Ⓒ | 1.0 | 0.5 | 1.0 | 0.5 |
| Gas Service Facilities Ⓑ Ⓒ | 1.0 | 0.5 | 1.0 | 0.5 |
| Electric Distribution Facilities Ⓑ Ⓔ<br>Duct Bank ≥ 6 Ducts<br>Duct Bank < 6 Ducts | <br>1.0<br>1.0 | <br>***<br>*** | <br>12.0<br>6.0 | <br>***<br>*** |
| Steam Main Ⓑ<br>Pipe Size ≥ 6 inch<br>Pipe Size < 6 inch | <br>2.0<br>1.5 | <br>***<br>*** | <br>12.0<br>6.0 | <br>***<br>*** |
| Liquid Petroleum Pipelines Ⓑ Ⓒ | 1.0 | 0.5 | 1.0 | 0.5 |
| Water & Sewer Ⓑ ** | 2.0 | *** | 2.0 | *** |
| Temporary Construction (e.g. sheeting, shoring, piles, etc.) | 2.0 | 1.0 | 2.0 | 1.0 |
| Other Utilities (e.g. telephone, cable, etc.) Ⓓ | 1.0 | *** | 1.0 | *** |
| Permanent Structures (e.g. piles, piers, catch basins, manholes, etc.) | 2.0 | *** | 2.0 | *** |

* *If it is not practical to achieve the minimum required clearance or separation distance, it may be further reduced provided that all parties involved agree to the reduction and that suitable protective materials are placed between the electrical and other facilities for the entire length of the reduced clearances.*

** **If Transmission Electric Facilities pass within 2-ft of water mains or services, Transmission Electric Facilities shall be protected as described in specification CE-TS-3352, Section 1.2.4.**

*** **As directed by CECONY Field Representative**

Ⓐ *CECONY Corporate Instruction CI-920-1, "Gas Facilities – Clearances, Encroachments, Interference, and Corrosion".*

Ⓑ *CECONY Specification CE-TS-3352, "Specification for the Installation of High Pressure Pipe for 69, 138 and 345 kV Cable Systems – Section I General Requirements".*

Ⓒ *State of New York Department of Public Service NYCRR 16 Part 101, "Underground Electric Facility Construction".*

Ⓓ *2012 NESC – National Electrical Safety Code, C2-2012, IEEE Standard Association.*

Ⓔ *CECONY Specification CE-ES-3004, "Construction Specification for the Installation of Underground Fiberglass Reinforced Epoxy (FRE) and Polyvinyl Chloride (PVC) Conduits.*



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**3.3** Vibration Monitoring Program

3.3.1 Construction activities that involve blasting and non-blasting activities, including but not limited to pile driving, hydraulic breakers (hoe ram), drilling or boring activities, in the Encroachment Area of the underground facilities having the potential to produce vibration levels that may be susceptible to damaging existing Transmission Electric Facilities shall be monitored.

3.3.2 All blasting and non-blasting activities described in section 3.3.1 must be approved by CECONY Engineering prior to commencing the work and may require a vibration monitoring ***plan*** subject to CECONY review and approval. ***Allow minimum two weeks for CECONY Engineering's review and approval of a vibration monitoring plan.***

3.3.3 The Contractor is required to engage professional engineering services to conduct an existing conditions survey of the Transmission Electric Facilities, and an experienced vibration monitoring Consultant***, with minimum 5 years of related experience in New York State***, is required to measure peak particle velocities prior to and during construction activities.

3.3.4 The measured vibration level experienced on the Transmission Electrical Facilities shall not exceed 0.5 in/sec. If maximum values are approached, construction activities shall be halted; construction means and methods shall be reevaluated, or an approved alternative construction methodology may be adopted ***to mitigate excessive vibration.***

3.3.5 The vibration monitoring plan shall include, but not be limited to, the following items:

3.3.5.1 Description of the Transmission Electric Facilities to be surveyed;

3.3.5.2 Monitoring equipment;

3.3.5.3 Monitoring device locations;

3.3.5.4 Monitoring frequency;

***3.3.5.5 List of personnel to be notified (supplied by CECONY) in the event that vibration approaches the threshold limits.***

3.3.6 The Contractor shall maintain a continuous log at the construction site and shall furnish a copy to the CECONY ***Field Representative*** upon request. The log shall also include receipts and notices of complaints. CECONY reserves the right to concurrently monitor any construction vibration levels. A preconstruction survey documenting the existing condition of the Transmission Electric Facilities to be monitored shall be conducted by the Contractor.

**3.4** ***Transmission Electric Facility*** Support Design Criteria

3.4.1 Any and all materials/means used to hang, support, and/or protect the Transmission Electric Facility pipes must maintain the integrity of the pipe



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JB-C14

coating. Any and all damage to the coating must be reported to the CECONY representative on site; and no backfilling of the pipe can be performed until pipe coating is restored and inspected.

3.4.2 Prior to any Transmission Electric Facility pipe support work ***that deviates from the CET manual,*** the Contractor shall submit to CECONY Engineering the following for review and approval:

3.4.2.1 Drawings drawn to scale showing plans, sections and details of pipe support design stamped by a Professional Engineer.

3.4.2.2 Supporting calculations stamped by the Professional Engineer.

3.4.2.3 The design span for Transmission Electric Facility supports shall satisfy the allowable stress and deflection limits in accordance with ASME B31.1 considering both static loads and internal operating pressure. Additional loads due to jacking to move the Transmission Electric Facility pipes shall be accounted for in the support design.

3.4.2.4 Typical Transmission Electric Facility pipe parameters are listed in Exhibit A for calculating design loads for pipe supports.

3.4.2.5 The maximum spacing between supports shall not exceed 10 feet.

3.4.3 Pending a condition assessment of the pipe by CECONY, the Contractor may be allowed to adjust the location and/or elevation of existing Transmission Electric Facility pipes by transitioning the pipes with the minimum required Wingback distances for the required offsets as outline below. ***Wingback distances were computed for high pressure fluid filled (pipe-type) Transmission Electric Facilities only. Refer to drawing 516411 for schematic guideline on relocation of Transmission Electric Facilities.***

| Nominal Pipe Size [in] | Minimum Required Wingback [ft] | | |
|---|---|---|---|
| | 6” Offset | 9” Offset | 12” Offset |
| 5 | 88 | 108 | 125 |
| 6 | 98 | 120 | 138 |
| 7 (TUBE) | 97 | 119 | 137 |
| 8 | 111 | 136 | 157 |
| 10 | 129 | 158 | 183 |
| 12 | 147 | 180 | 208 |

3.4.4 A work plan detailing the steps and means of moving the pipe shall be submitted to CECONY Engineering for approval. The plan shall identify the incremental sequence and distances to move the pipe in achieving the final offset, a



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description of jacks (or other equipment) to move the pipe, their locations and load capacity, and the protective measures that will be employed to not damage the pipe coating.

**3.5** Backfill

3.5.1. Prior to backfilling the exposed electric Transmission Electric Facility, CECONY Transmission Operations/Corrosion Control shall be notified to inspect the condition of pipe and repair any areas of corrosion or damaged coating.

3.5.2. Approved material is to be used for backfilling under, adjacent and over the ***Transmission Electric Facilities*** pipe as described in specifications EO-8085 (for general backfill) and CE-TS-4074 (for thermal sand) and as depicted on EO-12640-B. ***345kV transmission feeders must be backfilled with thermal sand and 69 KV and 138kV transmission feeders must be backfilled with clean sand as described by specifications. Contractor must submit a copy of the gradation analysis and test report to CECONY Engineering for approval***.

3.5.3. Reuse of excavated soil may be permitted as approved backfill materials if it conform to the requirements outlined in the Specification, CE-TS-3352, latest revision. Contractor must submit a copy of the gradation analysis and the material must be approved by CECONY prior to its application.

3.5.3.1. ***For CECONY Contractors***, excavated soil must be managed in accordance with the requirements of CECONY GEHSI E05.11 “Management of Excavated Soils on Property Not Owned by the Company”, latest revision. Excavated soil cannot be reused as backfill if it does not meet the requirements of the governing GEHSI.

3.5.4. Approved backfill shall be compacted in maximum 12” lifts in accordance with Specification EO-1181, latest revision, unless otherwise approved by CECONY.

3.5.5. ***The CECONY Field Representative may require in-place density tests to ensure proper compaction***.

**3.6.** SPECIAL NOTES FOR CONSTRUCTION ACTIVITIES

3.6.1. Each party shall use its best efforts to avoid or minimize, to the maximum extent practicable, any adverse environmental effects associated with the construction activities around subsurface Transmission Electric Facilities.

3.6.2. Perform daily job briefings with all employees before each shift, highlighting the hazards associated with working around Transmission Electric Facility and in excavations, i.e. high voltage electrical hazards, high pressure dielectric fluid or nitrogen gas pressure, coal tar pipe coatings, asbestos coating on pipe, work area protections, traffic, cave-ins, etc.

3.6.2.1. In the event that the Transmission Electric Facility pipe displays disturbed or disbonded asbestos coating, stop the work immediately and contact the CECONY Designated Contact for further directions.



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3.6.3. Long duration projects must be managed with vigilance to ensure that all employees maintain proper focus regarding the hazards associated with working around the Transmission Electric Facilities.

3.6.4. CECONY shall inspect the exposed Transmission Electric Facility to verify its condition prior to any work being performed. It is Contractor's responsibility to contact CECONY to schedule this inspection.

3.6.5. Any undermined Transmission Electric Facility ten feet or great in span must be supported with sand bags, nylon slings or other approved methods, taking special care to not damage the pipe coating.

**3.7.** EMERGENCY ACTION PLAN

3.7.1. In the event of emergency, such as pipe cracks, leaks, or breakage, Contractor must notify the CECONY's Designated Contact immediately. All work must stop and cannot proceed until the CECONY field representative has inspected the damage and further direction is provided.



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## 4.0 EXHIBITS

EXHIBIT A – TYPICAL TRANSMISSION STEEL PIPE/CONDUIT PARAMETERS*

| Pipe Size | OD | t | Uniform Weight | Max Operating Pressure | Design Temperature |
|---|---|---|---|---|---|
| | [inch] | [inch] | [plf] | [psig] | [°F] |
| 5 | 5.5625 | 0.258 | 22 | 600 | 140 |
| 6 | 6.6250 | 0.280 | 30 | 600 | 140 |
| 7 (Tube) | 7.0000 | 0.250 | 49 | 400 | 140 |
| 8 | 8.6250 | 0.250 | 68 | 400 | 140 |
| 10 | 10.7500 | 0.250 | 91 | 400 | 140 |
| 12 | 12.7500 | 0.250 | 109 | 400 | 140 |

* *Transmission steel pipe parameters described hereon are pipes manufactured in accordance with ASTM A-523 Grade A steel only. For any other materials encountered for during excavation, Contractor shall notify CECONY and request material-specific parameters. Weight includes pipe, cables and oil for 7" pipes and bigger. 5" and 6" pipes are return pipes with no cable inside and the weights include weight of pipe and oil only.*



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## 5.0 REFERENCES

**5.1** State of New York Department of Public Service, 16 NYCRR Part 753 – Protection of Underground Facilities.

**5.2** State of New York Department of Public Service, 16 NYCRR Part 101 – Underground Electric Facility Construction.

**5.3** New York City Department of Buildings Technical Policy and Procedure Notice #10/88, "Procedures for the Avoidance of Damage to Historic Structures".

**5.4** New York State Department of Transportation, Engineering Instruction, EI-05-044, "Special Specification for Building Condition Survey(s) and Vibration monitoring (Non-Blasting)"

**5.5** 2012 NESC – National Electrical Safety Code, C2-2012, IEEE Standard Association.

**5.6** ASME B31.1-2014 ASME Code for Pressure Piping, B31 – Power Piping.

**5.7** ASME BPVC.II.D.C-2015, ASME Boiler & Pressure Vessel Code – Section II Materials – Part D – Properties (Customary).

**5.8** CECONY Corporate Instruction CI-920-1 – Gas Facilities – Clearances, Encroachments, Interference, and Corrosion.

**5.9** CECONY General Environmental Health and Safety Instructions

GEHSI E05.11 "Management of Excavated Soils on Property Not Owned by the Company"

**5.10** Central Engineering Drawings and Specifications

CE-ES-3004, "Construction Specification for the Installation of Underground Fiberglass Reinforced Epoxy (FRE) and Polyvinyl Chloride (PVC) Conduits.

CE-TS-3352, "Specification for the Installation of High Pressure Pipe for 69, 138 and 345 kV Cable Systems – Section I General Requirements".

CE-TS-4074, "General Purchase Specification for Controlled Thermal Sand Material for High Pressure Pipe Type Cables".

CE-TS-4197, "General Purchase Specification for Steel Pipe for Electrical Facilities and Casings".

CE-SS-3400, "Specification for the Installation of Civil Material and Equipment – Section III Detail Standard Specification, Part 2200 – Excavation & Backfilling".

EO-12640-B, "H.P. Cable and Dielectric Fluid Circulating Pipe Trenching and Backfill".

***Dwg 516411, "Guideline for Permanent Relocation of Feeder Pipes using "Wingback" Method***".



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**5.11** Distribution Engineering Specification

EO-1181, “General Specification For Backfilling Of Trench And Small Openings”

EO-8085, “General Specification for Backfill and Bedding Material for Excavations”.

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# Guideline Document for Public Improvement

## CONST- 029 Revision Number 4

Purpose: To update the Public Improvement Contractor Guideline document for safe entry into Sub-Surface Structures and moving energized underground cables.

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| TYPE | NAME | DATE |
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Summary of Changes:

1. Updated Reference Section to Include OSHA 1926 Subpart V
2. Removed Section on Moving Energized U.G. Cables Located Inside Sub-Surface Structures. (Previously Section 4.0 in Revision 3)
3. Updated/Revised Sections 1.4, 2.1, 2.2.2, 3.4, 3.6, 3.8, 3.9, 4.5.5, 4.7 & 4.7.1
4. Added New Section 4.5.4 – HDPE Conduit
5. Added New Chapter 5.0 – Breaking Out a Point of Entry (POE)

Training Requirements - N/A

DOJT/Course #, etc. Associated with this Operating Document:

None

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**Consolidated Edison Company of New York, Inc.**

# Guideline

# For

# Safe Entry into Sub-Surface Structures (Electrical Enclosed Space),

# Moving Energized Underground Cables

# Removal of Conduit from Cables, and

# Breaking Point of Entry (POE's) Into Sub-Surface Structures

# Performed by

# Municipal Contractors

**TABLE OF CONTENTS:**

**1.0 – Definitions**
- 1.1 - Competent Person
- 1.2 - Attendant
- 1.3 - Electrical Enclosed Space
- 1.4 - CET Specification
- 1.5 - JB Specification
- 1.6 - Public Improvement Representative
- 1.7 – Municipal Contractor
- 1.8 - Electrically Competent Qualified Municipal Contractor

**2.0 - References**
- 2.1 – OSHA Sections 1910.269 & 1926 Subpart V
- 2.2 - Training
  - 2.2.1 – Electrically Competent Qualified Municipal Contractor
  - 2.2.2- Municipal Contractor Employee

**3.0 - Safe Entry into Sub-Surface Structures, (Electrical Enclosed Space)**
- 3.1 - Purpose
- 3.2 - Application
- 3.3 - Guideline
- 3.4 - Inspection / Testing
- 3.5 - Job Briefing
- 3.6 - Attendants
- 3.7 - Hazardous Atmosphere
- 3.8 - Personal Protective Equipment
- 3.9 – Con Edison's Personal Protective Equipment Guideline
- 3.10 - Access

**4.0 - Removal of Conduit from Cables and Moving Energized Underground Cables Located Outside of Subsurface Structures**
- 4.1 – Purpose
- 4.2 – Application
- 4.3 – Guideline
- 4.4 – Job Briefing
- 4.5 - Removal of Conduit from Cables
  - 4.5.1 - Pre-cast Concrete Conduit
  - 4.5.2 - Concrete Encased Conduit
  - 4.5.3 - Wooden Conduit
  - 4.5.4 – HDPE Conduit
  - 4.5.5 – Metal Conduit
- 4.6 - Visual Inspection
- 4.7 - Cable Moving Operations
- 4.7.1 - Personal Protective Equipment

**5.0 - Breaking Out a Point of Entry (POE's) in an Electrical Enclose Space**
- 5.1 – Activities Prior to creating POE's
- 5.2 – Creation of POE Operations

## 1.0 Definitions

**1.1 Competent Person-** As a general rule, a Competent Person is an individual who, by way of training and/or experience, is knowledgeable of OSHA and other applicable standards, is capable of identifying workplace hazards relating to the specific operation, and is designated by the employer with the authority to take all appropriate actions necessary to comply with all applicable standards and properly address hazards. Some OSHA standards add additional specific requirements that must be met by the Competent Person.

**1.2 Attendant -** An authorized individual who is stationed outside a sub-surface structure or an Electrical Enclosed Space to monitor the authorized entrants and to perform duties assigned including providing assistance to individual inside the sub-surface structure or Electrical Enclosed Space.

**1.3 Electrical Enclosed Space –** OSHA defines an Electrical Enclosed Space as a working space, such as a manhole, vault, tunnel, service box, or shaft, used for the operation and maintenance of electric power generation, transmission, and distribution lines and equipment. An Electrical Enclosed Space has a limited means of egress or entry, and is designed for periodic entry under normal operating conditions. Under normal conditions, an Electrical Enclosed Space does not contain a hazardous atmosphere, but may contain a hazardous atmosphere under abnormal conditions.

**1.4 CET Specification –** CET Specification defining private utility work within Municipal Construction Contracts.

**1.5 JB Specification –** Joint Bid specification defining private utility work within a NYC DDC Capital contract.

**1.6 Public Improvement Representative -** Con Edison employee, (Inspector, Construction Representative, Chief Construction Inspector, Project Specialist, or Manager) assigned to the Public Improvement section.

**1.7 Municipal Contractor –** Construction municipal contractor performing work for Municipal, State or other Public Agencies or Authorities.

**1.8 Electrically Competent Qualified Municipal Contractor -** is a Municipal Contractor employee designated and documented by the Municipal Contractor employer, in writing, as the electrically competent and qualified person who, by way of training and/or experience has the skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment, can identify non-insulated conductors from insulated conductors and/or cables and has the knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized electrical equipment. The Electrically Competent Qualified Municipal Contractor employee is capable of identifying varying workplace electrical hazards relating to the specific operation and has the authority to take appropriate actions, as required. In order to meet the task specific qualifications of this guideline, the Electrically Competent Qualified Municipal Contractor employee must be familiar with this document and be able to demonstrate adherence.

## 2.0 References

**2.1 OSHA Section 1910.269 –** Electric Power Generation, Transmission & Distribution **& 1926 Subpart V –**Electric Power Transmission and Distribution

**2.2 Training-** The OSHA Office of Training and Education (OTE) develops, directs, oversees, manages and ensures implementation of OSHA's national training and education policies and programs in support of OSHA's strategic goals with the objective of reducing occupational hazards through direct intervention, promoting a safety and health culture through compliance assistance, cooperative programs and strong leadership and maximizing OSHA effectiveness and efficiency by strengthening capabilities and infrastructure.

All Municipal Contractor employees shall be trained in and familiar with the safety-related work practices, safety procedures, and other safety requirements in section 1910.269(a)(2) and 1926 Subpart V that pertains to the Municipal Contractor employees' respective job assignments. Municipal Contractor employees' shall also be trained in and familiar with any other safety practices, including emergency procedures, such as manhole rescue, that are not specifically addressed by this referenced section but that is related to their work and is necessary for their safety.

Con Edison manhole inspection and underground awareness training can be scheduled through the Con Edison TLC upon request of the municipal contractor. OSHA 10 certification cards and CPR / First Aid training are prerequisites.

**2.2.1** Electrically Competent Qualified municipal contractors shall also be trained and competent in:

a- The skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment

b- The skills and techniques necessary to determine exposed live parts from other parts, (determination of non-insulated conductors from insulated conductors / cables).

c- The knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized parts of electrical equipment. Generally, the Municipal Contractor will not be required to work on or near exposed/non-insulated energized parts of electrical equipment or cables. In the event special conditions exist requiring working near exposed/non insulated energized parts of electrical equipment or cables, the Municipal Contractor shall cease working and immediately contact the authorized Con Edison Inspector so that a further assessment of the condition can be evaluated, and appropriate guidance provided.

d- The Electrically Competent Qualified Municipal Contractor employee shall determine, through regular supervision and through inspections conducted on at least an annual basis that each Municipal Contractor employee is complying with the safety-related work practices outlined in this guidance document.

**2.2.2** A Municipal Contractor employee shall receive additional training (or retraining) by the Electrically Competent Municipal Contractor under any of the following conditions:

a- If the Electrically Competent Qualified Municipal Contractor employee indicates that the Municipal Contractor employee is not complying with safety-related work practices

b- If new technology, new types of equipment, or changes in procedures necessitate the use of safety-related work practices that are different from those which the Municipal Contractor employee would normally use

c- If the Municipal Contractor employee must employ other safety-related work practices that are not normally used or that require modification from those stated in this guidance document

Note: OSHA requires retraining before commencing with a task that has not been performed within one year.

The required training shall be of the classroom and/or on-the-job type. The training shall establish Municipal Contractor proficiency in the work practices required and shall introduce the procedures necessary for compliance. The Electrically Competent Qualified Municipal Contractor shall certify that each Municipal Contractor employee has received the training required and retains records of this training to be supplied upon request by Con Edison.

## 3.0 Safe Entry into Sub-Surface Structures, (Electrical Enclosed Space)

**3.1 Purpose:** To establish a guideline that shall be employed for safe entry into Con Edison sub-surface structures by Municipal Contractors.

**3.2 Application:** Municipal Contractor personnel

**3.3 Guideline:** This guideline provides the requirements for practices that shall be employed for safe entry into Con Edison sub-surface structures. Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall adhere to this guideline.

### 3.4 Inspection/Testing

Prior to entry into a Con Edison sub-surface structure, properly trained and qualified Con Edison electrical personnel must conduct an inspection. The assessment will determine if the condition of the electrical facilities contained therein is sufficient to allow need based unrestricted access. Con Edison electrical personnel shall validate that the Con Edison sub-surface structure inspected is approved for need based unrestricted access. The Con Edison Inspector shall communicate and document to an Electrically Competent Municipal Contractor personnel any safety precautions to be taken and that the subsurface structure is safe for entry. Any condition deemed to be un-safe through this formal inspection process would preclude granting access.

An inspection must take place daily prior to Municipal Contractor entry. Once the cover is placed on the electric subsurface structure another inspection must occur prior to Municipal Contractor entry. Inspections include but are not limited to:

1) Testing for stray voltage by a qualified Con Edison employee or qualified Municipal Contractor employee.

2) Completion of atmospheric testing.

3) Determination that it is safe to enter the space.

4) A visual inspection for any abnormalities previously defined.

5) Communication of inspection results and hazards to the Con Edison inspectors and the municipal contractor supervisor.

### 3.5 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a job briefing with the municipal contractor's employees involved before they start the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the municipal contractor's employees, occur during the course of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing should be available upon request by Con Edison.

### 3.6 Attendants

While work is performed in a Con Edison sub-surface structure, a Municipal Contractor Attendant shall be available in the immediate vicinity to render emergency assistance. Sub-surface structure Attendants shall comply with applicable OSHA requirements.

### 3.7 Hazardous Atmosphere

Municipal Contractor personnel shall perform a hazardous atmosphere test before entry into any Con Edison sub-surface structure and perform continuous air monitoring in compliance with applicable OSHA requirements. Any atmospheric reading deemed to be un-safe would prohibit access to the structure. The Municipal Contractor shall immediately notify the authorized Con Edison Inspector.

### 3.8 Personal Protective Equipment

Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. In addition, Con Edison is requiring that Municipal Contractor personnel assigned to work inside Con Edison sub-surface structures shall at all times wear Flame Resistant (FR) Clothing with a rating of 8 cal/cm^2 or HR2, a retrieval harness and that a retrieval device be on location. In addition, an atmospheric tester

must be in use continuously anytime a structure is occupied. See section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

## 3.9 Con Edison Personal Protective Equipment Guideline

| | Task | Class 0 Gloves | FR Clothing | FR Hood | Blast Goggles | Face Shield | Safety Glasses |
|---|---|---|---|---|---|---|---|
| 1 | Pavement breaking | N | N | | | | Y |
| 2 | Breaking out concrete encased duct | Y | Y | | | | Y |
| 3 | Moving energized primary cables that are located outside a structure while in proximity to joints | Y | Y | Y | Y | | |
| 4 | Moving primary cables outside a structure (no joints involved) | Y | Y | | | | Y |
| 5 | Moving energized secondary cables | Y | Y | | | | Y |
| 6 | Hand excavate to locate precast ducts | N | N | | | | Y |
| 7 | Hand excavate to locate direct buried cables | Y | Y | | | | Y |
| 8 | Removing cable from conduit | Y | Y | | | | Y |
| 9 | Breaking structure for POE from outside/inside | Y | Y | | | Y | Y |
| 10 | Breaking sub-structure walls | Y | Y | | | | Y |
| 11 | Pulling rope within structure with energized cable | Y | Y | | | | Y |
| 12 | Pulling rope in enclosed spaces | Y | Y | | | | Y |
| 13 | Building a bench or platform within a subsurface structure to support or protect cables. | Y | Y | | | | Y |
| 14 | Breaking out unknown precast electric duct | Y | Y | | | | Y |
| 15 | Using digging bar over electric facility | Y | N | | | | Y |
| 16 | Using digging bar over direct buried cables | Y | Y | | | | Y |
| 17 | Using Pneumatic clay digger in vicinity of electric facility | Y | Y | | | | Y |
| 18 | Installing forms for field-constructed sub-surface structures from inside the designed footprint when connected cables are present | Y | Y | | | | Y |
| 19 | Installing forms for field-constructed subsurface structures from outside the designed footprint when connected cables are present | N | N | | | | Y |
| 20 | Installing forms for field-constructed subsurface structure prior to first energization of new cables | N | N | | | | Y |
| 21 | Saw cutting operation | Y | N | | | | Y |
| 22 | Hand excavate to locate cable fault | Y | Y | | | | Y |
| 23 | Hand excavating to find service dead leg | Y | Y | | | | Y |
| 24 | Removing underground silo | Y | Y | | | | Y |
| 25 | Regrade | Y | N | | | | Y |
| 26 | Build/remove shunt box w/ energized cable inside | Y | Y | | | | Y |

## 3.10 Access

Municipal Contractor personnel shall not climb into or out of Con Edison sub-surface structures by stepping on cables or hangers.

## 4.0 Removal of Conduit from Cables and Moving Energized Underground Cables Located Outside of Subsurface Structures

**4.1 Purpose:** Establish a guideline that shall be employed by Electrically Competent Qualified Municipal Contractor personnel, meeting OSHA training requirements, when removing conduit from cables and moving Con Edison energized underground cables located outside structures.

**4.2 Application:** Municipal Contractor personnel

**4.3 Guideline:** This guideline details the requirements for practices that shall be employed when moving Con Edison energized underground cables located outside of Con Edison structures. Movement of energized cables on the Con Edison system shall be performed in accordance with the following directions. Only Electrically Competent Qualified Municipal Contractor personnel who been trained and meet necessary OSHA requirements for moving energized underground cables and in accordance with the following directions shall perform movement of energized cables on the Con Edison system.

### 4.4 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a job briefing with the Municipal Contractor's employees involved before they start the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the Municipal Contractor's employees, occur during the course of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing.

### 4.5 Removal of Conduit from Cables

All subsurface electric cable systems and related components shall be considered energized. Caution shall always be employed whenever conduits are opened to expose the interior cable.

#### 4.5.1- Pre-cast Concrete Conduit

a- The conduit shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner so as to be directed across the top of the conduit away from any cable that may be inside of the conduit.

b- A small piece of the concrete conduit shall be chipped away so that a visual examination of the interior of the conduit can be made to verify the presence of cable. All impact/chipping actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

c- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations. The remainder of the conduit shall be fractured using the 3 lb. hammer equipped with a non-conductive handle. Care shall be taken so as to avoid any impact upon the cable, either by direct or indirect hammer blows.

d- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 5.7, below.

### 4.5.2 - Concrete Encased Conduit

a- The concrete encased conduit (including but not limited to pre-cast, fiber, tile, clay), shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner so as to be directed across the top of the conduit away from any cable that may be inside of the conduit.

b- For concrete encased conduit, it may be necessary to employ a handheld cold chisel (in conjunction with the 3 lb. hammer) to remove concrete encasement. If a chisel is utilized, all impact/chipping actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

c- If the concrete encasement is so dense as to render the use of a hammer and handheld chisel non-effective, an 8-pound sledgehammer may be employed. If neither of these devices proves effective, the use of a pneumatic chipping hammer will be permitted. The weight/size of the pneumatic chipping hammer shall not exceed 20 lbs. When utilizing a pneumatic chipping hammer, the device shall be securely positioned and be under close operator control at all times. The tool bit used for these operations shall be chisel shaped with a minimum width of two (2") inches. All impact/chipping actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

d- A small piece of the concrete conduit shall be chipped away so as to permit verification of the presence of cable inside the conduit.

e- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector

based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.

f- After installation of the shield material has been completed, continue removal of remaining conduit and encasement, using handheld and power tools.

g- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 5.7, below.

**4.5.3 – Wood Conduit**

a- Wooden conduit shall be split using a handheld cold chisel and a 3 lb. hammer equipped with a non-conductive handle. All impact/chipping action shall be performed in such a manner so as to be directed across the top of the conduit away from the cable.

b- The chisel shall use to create a small window in the conduit that will permit a visual inspection of the conduit interior for the presence of cable.

c- If cable is present, wood conduit material shall continue to be removed until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.

d- After installation of the shield material has been completed, continue removal of remaining conduit

e- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 5.7, below.

**4.5.4 – HDPE Conduit**

a- HDPE conduit shall be split using hand tools or a handheld pneumatic rotary cutting tool. All splitting/cutting actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

b- Pneumatic Rotary Cutting Tool – A pneumatic rotary cutting tool shall be used to score an access area in the surface of the conduit., Prior to application of the cutting tool to the surface of the

conduit, the depth collar on the pneumatic rotary cutting tool shall be set so that the cutting bit will penetrate approximately ¾ of the wall thickness of the conduit. After the conduit has been cut to the maximum depth allowable (such that the bit does not fully penetrate the thickness of the conduit), a 3 lb hammer shall be used to knock out the access area (window) outlined by the cutting tool. This will permit visual inspection of the conduit interior for the presence of cable.

c- If inspection of the interior of the conduit reveals that cable is present, a non-conductive protective shield barrier shall be inserted into the conduit between the conduit and cable. This shield material shall provide protection for the cable during the remaining conduit removal operations. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations.

d- If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in 4.5.4.a.

**4.5.5 - Metal Conduit**

a. When removing metal conduit, the Municipal Contractor should first excavate and expose a collar connecting two sections of conduit. Once the collar is accessible, split and/or cut the collar off to inspect the conduit interior for the presence of cable. If a metal conduit collar is NOT easily accessible, or found within 20 to 40 feet of open excavation, proceed to section 4.5.5.b. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. Further guidance will be provided by Gas Engineering.

b. If a collar connecting two sections of conduit cannot be found, metal conduit will be split using hand tools and/or a handheld rotary cutting tool. All splitting actions will be directed across the top of the conduit, away from the cable. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. Further guidance will be provided by Gas Engineering.

c. Score the outline of an access area onto the surface of the conduit. Do not fully penetrate the conduit with the tool while making this outline.

d. Use this outline as a guide for further splitting and cutting operations that will eventually create a viewing window into the conduit.

e. If inspection of the conduit interior reveals the presence of cable, insert a non-conductive protective barrier between the cable and conduit wall. The barrier will provide physical protection for the cable during remaining conduit removal operations. Materials including, but not limited to, exterior grade plywood, lumber, and Norplex Micarta are acceptable. After the installation of the non-conductive protective barrier, the removal of the remaining conduit may proceed using the tool choices mentioned in section 5.5.4b.

f. If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in section 4.5.5b.

## 4.6 Visual Inspection

a- A visual inspection of cables located outside Con Edison structures that will be moved, shall be performed by Electrically Competent Qualified Municipal Contractor personnel or the authorized Con Edison Inspector.

b- After the conduits have been broken out (removed from the cables), the exposed cable(s) shall be inspected by the Electrically Competent Qualified Municipal Contractor personnel.

c- The cables shall be visually inspected by the Electrically Competent Qualified Municipal Contractor personnel, and determined to be free from any of the defects that would prevent relocation. Cable(s) shall be free of cracks, tears, and evidence of oil stains, swelling, or melting of the insulation. Cables shall not have any exposed conductor.

## 4.7 Cable Moving Operations – Outside Structures

a- Prior to moving any cables outside of a subsurface structure, the cables located within the associated connecting subsurface structures shall be inspected in accordance with the guideline requirements for moving cables within Con Edison sub-structures.

b- Municipal Contractor personnel experienced in moving Con Edison cables only shall move cables.

c- Cables shall not be moved until plastic “fair-leaders” are positioned at the duct edges to prevent chaffing damage.

d- Synthetic web slings having a minimum width of two (2) inches shall support cables that have been removed from conduit. Slings shall be used in a basket hitch configuration.

e- Conduits housing cables shall be supported using slings, cable, or rope. Conduits shall be supported in such manner as to maintain alignment with one another.

f- Maximum distance between support points shall be four (4) feet.

g- To prevent inadvertent over bending of the cables, the maximum vertical or horizontal offset between supports shall be one foot (1') for cable that is supported outside of conduit. For cable that is being moved while still installed in conduit, the conduit shall not be offset more than one foot per four-foot section of conduit.

h- Each set of cables (cables from one duct/conduit) shall be moved individually. Cables from multiple ducts/conduits shall not be moved as a bundle.

i- Relocation of cables shall be performed in a careful manner with the movement of cable under complete control at all times. There shall be no sudden movements of the cable or the conduit that contains cable.

j- An observer shall be positioned so as to determine proper slack in structures and to ensure that joints remain properly supported on rack arms and specified offsets are maintained. This observation shall be performed from outside of the structure while the cable is being moved.

k- Allowable horizontal and vertical offsets shall be determined based on applicable CET or JB item sketches and/or as directed by the authorized Con Edison Inspector.

l- Cables shall not be permitted to fall freely from temporary supports.

m- All cables supported by slings shall be visually inspected at the beginning and end of each work shift to ensure that no cracks, leaks, or other defects have developed.

n- Cables shall be repositioned with care when being moved into their final position for the installation of split conduit.

### 4.7.1 Personal Protective Equipment

Municipal Contractor personnel moving Con Edison energized cables shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. See Section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

## 5.0 Breaking Out a Point of Entry (POE's) in an Electrical Enclosed Space

### 5.1 Activities Prior to creating POE's

**5.1.1** Prior to creating POE's, the location of all conduit and cable passing through the section of the wall shall be visually identified and protected inside structure.

**5.1.2** If any cables are required to be moved prior to creation of a POE, they shall be moved by properly trained and qualified Con Edison electrical personnel.

## 5.2 Creation of POE Operations

**5.2.1** Using caution, expose the exterior section of the wall that you intend to create the POE (typically done in 2' – deep vertical sections) by carefully excavating on the outside of the structure.

**5.2.2** When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break out the POE, protect the cables using fire rated wood, phenolic board, cable shields or other acceptable non-conductive materials. Along with protecting the cable from coming in contact with the implement being used for breaking, cables on the walls in the POE area shall also be protected from falling debris using FR wood even if there is no potential for contact with said cables.

**5.2.3** Once the following conditions have been satisfied:

**5.2.3.1** Location of cables inside the structure and the associated conduit outside have been verified.

**5.2.3.2** Protection of cable on both the inside and the outside of the structure walls

**5.2.3.3** Structural integrity of the proposed POE area has been confirmed using hand tools

Then use the appropriate tool (up to and including a 90 lb. jackhammer) to create the POE on the section of structure wall that was previously prepared.

**5.2.4** If a jackhammer is being used for the POE breakout operation, where feasible, support the tool from underneath to prevent slippage.

**5.2.5** Where possible, the use of a 90 lb. jackhammer shall be avoided within 8" of a live conduit. If the competent person determines that the breakout can only be made using a jackhammer within 8" of live conduit, a physical barrier must be placed between the jackhammer and all facilities that could possibly come in contact with the jackhammer. The Municipal Contractor may then begin utilizing the 90 lb. jackhammer using a 3" bit or wider.

## MODIFIED SPECIFICATIONS

The specifications listed below supersede the specifications found in the “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN (ISSUED: AUGUST 1st, 2005)”.

| Specification | Superseded Specifications |
|---|---|
| JB 225 | JB 225.1A, JB 225.1B, JB 225.2A, JB 225.2B, & JB 225.3A |
| JB 300 | JB 300.1 & JB 300.2 |
| JB 351T | N/A |
| JB 401 | JB 401 |
| JB 402T | JB 402T.1, JB 402T.1A, JB 402T.2, JB 402T.2A, JB 402T.J1, JB 402T.J1A, JB 402T.J2, JB 402T.J2A, JB 402T.R1A, JB 402T.R2A, JB 402T.V1, JB 402T.V1A, JB 402T.V2, & JB 402T.V2A |
| JB 403T | JB 403T.1 & JB 403T.2 |
| JB 636 E | JB 636 EA, JB 636 EB, JB 636 EC, JB 636 ED, JB 636 EE, JB 636 EG, JB 636 EH, & JB 636 EI |
| JB 638 NT | JB 638 NT |
| JB 638 RT | JB 638 RT |
| JB 802 | JB 802A & JB 802B |
| JB 803 | JB 803.1, JB 803.2, & JB 803.3 |
| | |
| JB 402T.3 | JB 402T.3 |
| JB 405 | JB 405.1 & JB 405.2 |
| JB 450 | JB 450.1, JB 450.2, JB 450.3, JB 450.4, & JB 450.5 |
| JB 603T | JB 603T.1, JB 603T.2, JB 603T.3, JB 603T.4, JB 603T.5, JB 603T.6, JB 603T.7, JB 603T.8, & JB 603T.9 |
| JB 636 M | JB 636 MA, JB 636 MB, JB 636 MC, JB 636 MD, JB 636 ME, JB 636 MG, JB 636 MH, & JB 636 MI |
| JB 798 | JB 798 |
| JB 799 | JB 799 |
| JB 800 | JB 800 |
| JB 801 | JB 801 |

## JB 225 – INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

### A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required to support and/or protect the integrity of utility facilities required during the excavation, installation and removal of catch basins within maximum excavation limits shown on sketch JB 225. This shall include but not be limited to the following types of utility facilities:

1. Conduits
2. Cables
3. Concrete encased conduit duct banks
4. Steel pipes
5. Steam facilities
6. Oil-o-static facilities, and
7. Non-Cost sharing gas facilities

encroaching the catch basin excavation and sheeting lines as described further in this section and attached sketch JB 225.

### B. Materials

Furnish slurry fill or backfill as required. All materials used to support and protect utility facilities shall be as indicated on standard Sketches JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F, contained elsewhere in these specifications, shall be supplied by the Contractor and approved by the facility operator(s).

### C. Methods of Construction

The Contractor shall use sheeting methods that permit maintenance, support and protection of all utility facilities covered by this section. It is the intent of this item to support, maintain and protect any and all combinations and configurations of utility facilities located within limits indicated on sketch JB 225. For the construction of Type III catch basins, the spillway shall be constructed in a separate stage where the excavation limits may be waived after the basin structure has been installed and backfilled. Excavation for the spillway shall not exceed 3' beyond the exterior finished surface of the proposed spillway. Excavation method for spillway construction shall be done by hand. Utility facilities located within the catch basin footprint, are not covered by this section and shall be removed or adjusted by the Contractor under other JB items or by facility operator at their own expense. This section shall then cover the adjusted facilities.

Utility facilities located beyond the established maximum payment limits are not affected by work specified and shall not be disturbed during any type of catch basin installation and/or removal. Contractor shall be solely and totally responsible for support, maintain and protect, any disturbances and/or any damages to such facilities at his expense. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick

and shovel and/or hand held power tools) directly below the pavement base to expose the facilities and to ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility interference.

**D. Method of Measurement**

The quantity to be measured for payment shall be each basin where utility facilities are located within the limits indicated on sketch JB 225. Utility facilities located within the catch basin footprint shall be removed or adjusted by the contractor under other JB items. This section shall then cover the adjusted facilities. Payment will be made only one time at locations where a new catch basin is to be installed at the same location as a preexisting catch basin as specified on contract drawings. For the purpose of this item, “same location” shall mean within 10ft of the preexisting basin location.

JB 225.1A – Installation and removal of catch basins with utility interferences (EA)

JB 225.1B – Installation and removal of catch basin with utility interference at an additional depth of up to 3 feet (EA)

JB 225.2A – Installation of catch basins with utility interferences (EA)

JB 225.2B – Installation of catch basins with utility interferences at an additional depth of up to 3 feet (EA)

JB 225.3A – Removal of catch basins with utility interferences. This item shall be applied only in situations where the catch basin is being removed and not replaced. This item requires complete removal of the catch basin including the floor. (EA)

**E. Price to Cover**

For JB items 225.1A & 225.2A – The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely support and protect and maintain the integrity of the utilities without disruption of service to the customers and in accordance with other types of utility items. The price shall also include the cost of: supports, slings and beams installed for utility support; changes of sheeting method and configuration where necessary to accommodate the utility; a combination of hand and machine excavation within the payment limits specified; the disposal of excess backfill material; the placing of backfill material adjacent to catch basins within the maximum payment limits shown on sketch JB 225; backfilling and compacting around over, under and in between utility facilities; installation and removal of sheeting around facilities; support and protection of utility facilities encountered during construction of the spillway. The price shall also cover any additional excavations including hand and hand and machine excavations under and in between single and multiple facilities; and/or in between utility facilities and other existing structures. The unit price shall be deemed to cover all incremental cost for all labor, material, equipment, and incidentals necessary to excavate, install and/or remove specified catch basins while completely supporting, protecting, maintaining and/or adjusting the catch basin to accommodate the integrity of the encroaching utility facilities without disruption of service to the customers in accordance with the contract documents. All cost to support maintain, protect, and accommodate the integrity of utility facilities shall be deemed included in the price for this item. The price shall also cover all additional restricted excavating, sheeting, backfilling, and

compaction around, over, under, and between utility facilities and all other existing structures and/or newly installed and/or removed catch basin.

For JB items 225.1B and .2B – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus installation of the catch basin at an additional depth of up to three feet. Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

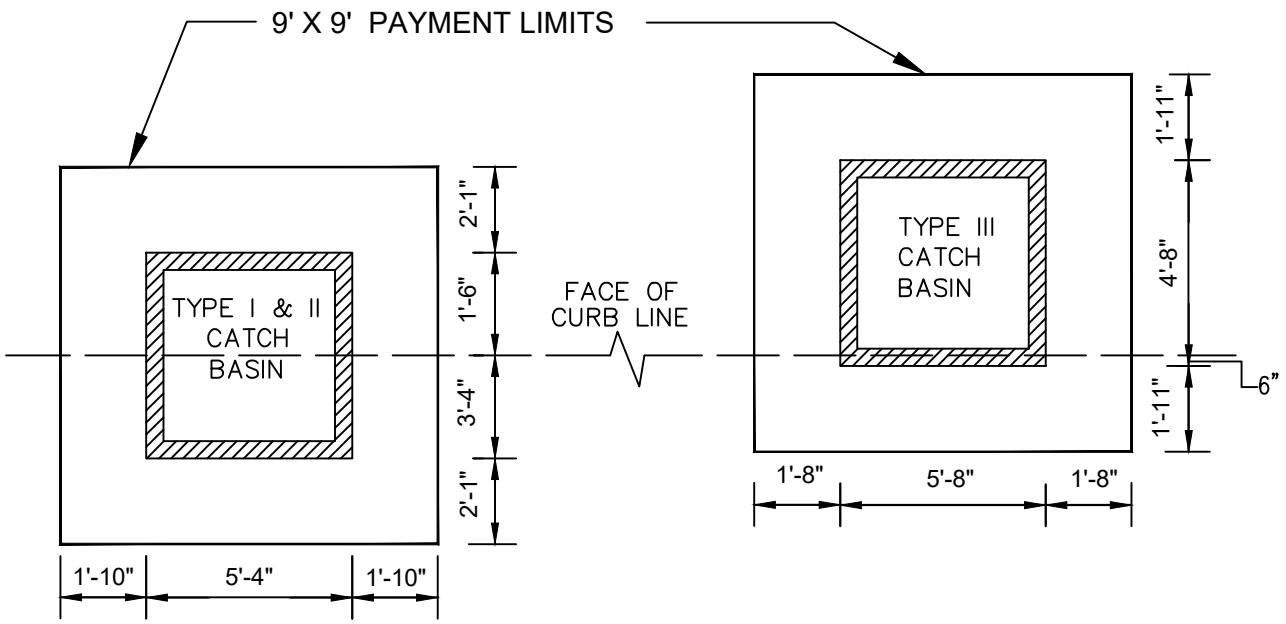
For JB items 225.1A, .1B, .2A, and .2B - if tight sheeting is not utilized for the installation of the catch basin this JB pay item shall be reduced by 60%.

For JB item 225.3A – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus the modification of means and methods for the removal of catch basins using hand tools including but not limited to chipping guns and jack hammers when work is performed in the presence of utility facilities within the excavation limits as outlined in sketch JB 225.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

## F. References

1. Sketches JB 225, JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F
2. NYS Industrial Code Rule 753




CATCH BASIN ORIENTATION TO CURB LINE WITH PAYMENT LIMITS CONCENTRIC TO BASINS
N.T.S.

JB 225 PAY LIMITS

| CATCH BASIN TYPE | DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO STREET | DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO SIDEWALK | DIMENSION TO UTILITY FACILITY PERPENDICULAR TO CURB FROM FACE OF CATCH BASIN |
|---|---|---|---|
| TYPE I & II<br>TYPE III | 3'–6" TO 5'–5"<br>0'–8" TO 2'–5" | 1'–8" TO 3'–7"<br>4'–10" TO 6'–7" | 0'–2" TO 1'–10"<br>0'–2" TO 1'–8" |

## NOTES:

FOR EXCAVATIONS GREATER THAN 9'X9', THE CONTRACTOR SHALL SUPPORT ALL UTILITIES AS SPECIFIED UNDER THE VARIOUS ITEMS WITH NO ADDITIONAL COMPENSATION FROM THE IMPACTED UTILITIES. PAYMENT UNDER THIS ITEM SHALL INCLUDE MODIFICATION OF SHEETING METHODS TO SUPPORT UTILITY FACILITIES PARTIALLY WITHIN THE PAYMENT LIMITS SPECIFIED.

ACCOMODATION OF UTILITY FACILITIES DURING CATCH BASIN INSTALLATIONS

| LAST REVISION | SKETCH NO. |
|---|---|
| 2/27/2016 | JB 225 |

## JB 300 - SPECIAL CARE EXCAVATION AND BACKFILLING

### A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits
2. Cables
3. Structures
4. Concrete encased conduit ductbanks
5. Steel pipes
6. Steam facilities
7. Non-cost sharing gas facilities

of various sizes and configurations, encroaching (partially exposed) or paralleling (not exposed) within 6 inches of the approved city trench lines for all phases of contract excavation as shown on contract drawings and/or as encountered during construction, except excavations to the ultimate depth for curbs, sidewalks and roadway/base/sub-base removal which are covered under other JB items. This item shall also apply to facilities that cross excavations for water service installation and extensions or excavations for water tap searches. The items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, sketches JB 300A and JB 300B and at the direction of the facility operator(s).

### B. Materials – N/A

### C. Method of Construction

The Contractor shall maintain and protect and accommodate the integrity of all utility facilities encroaching/paralleling within excavations as schematically shown on sketches JB 300A and JB 300B. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility encroaching.

### D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For paralleling facilities (not exposed) within six inches of city trench line: The area for payment shall be measured horizontally from the face of the excavation plus one foot towards the center

of trench and vertically from bottom of the roadway to the bottom of the trench, multiplied by the length of the paralleling utility facility as indicated in sketches JB 300A and JB 300B.

- For encroaching facilities: The area for payment shall be measured horizontally as the width of the encroaching facility plus one foot towards the center of the trench and vertically from the bottom of the roadway to the bottom of the trench, multiplied by the length of the encroaching utility facility as indicated in sketches JB 300A and JB 300B.
- For facilities crossing water service excavations: Depth as defined above multiplied by the width taken as the outside diameter width of structure plus one foot on either side, multiplied by the length of the exposed facility inside the trench.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on sketches JB 100E, JB 300A and JB 300B. Utilities identified as abandoned by the facility operator prior to be beginning of excavation, are not included for payment under this item.

JB 300.1 – Special care excavation and backfilling for utility facilities in city trenches less than 5’ in depth

JB 300.2 – Special care excavation and backfilling for utility facilities in city trenches 5’ or greater in depth

## E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of modifications to typical work methods, including water tap search excavations and the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods, installation and removal of sheeting from around the facilities, and traffic plates that may be required to temporarily close and/or complete the work.

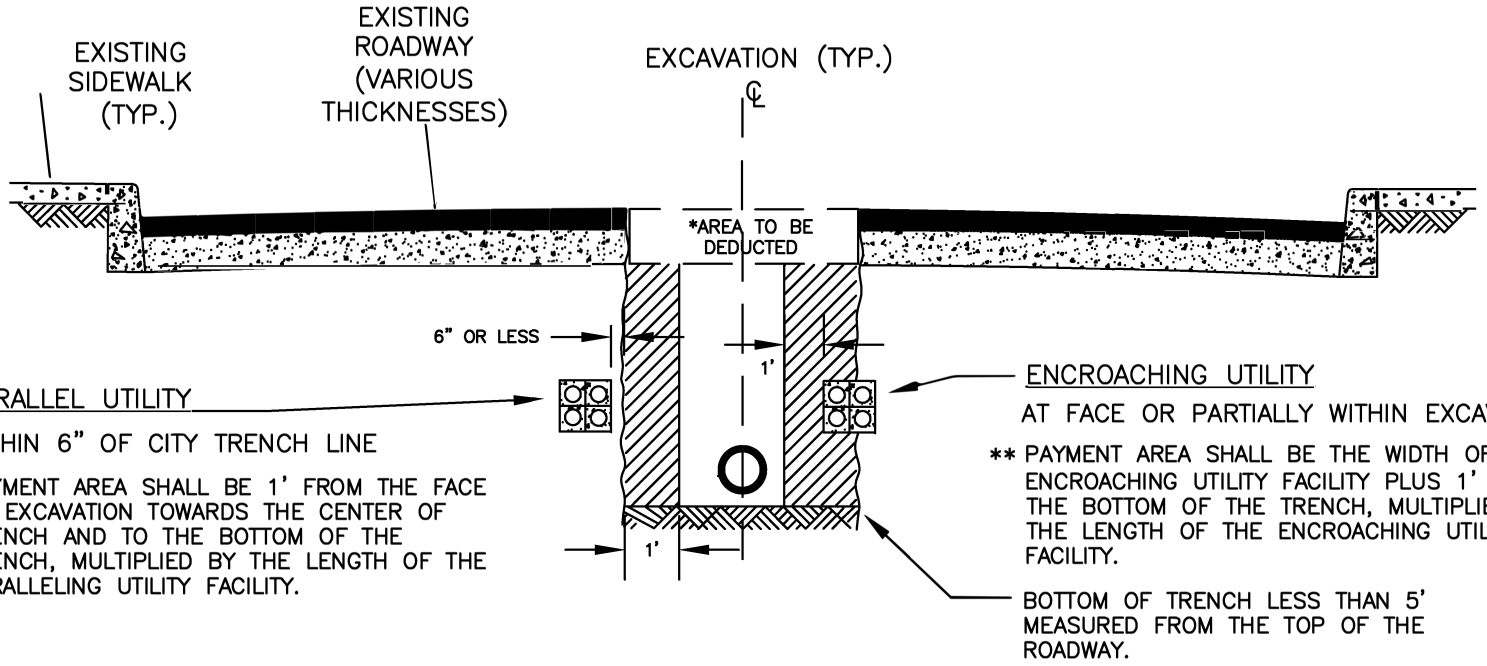
For item JB 300.1 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench up to a total trench depth of less than 5’ measured from top of roadway.

For item JB 300.2 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench.

If the lowest utility facility is located at a depth less than 5’ in a trench greater than 5’ deep, then only item 300.1 shall apply. Only one payment for either 300.1 or 300.2 shall apply per trench wall.

## F. References

1. Sketches JB 100E, 300A, JB 300B
2. NYS Industrial Code Rule 753




# PROFILE

N.T.S.

NOTES:

* VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA

** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

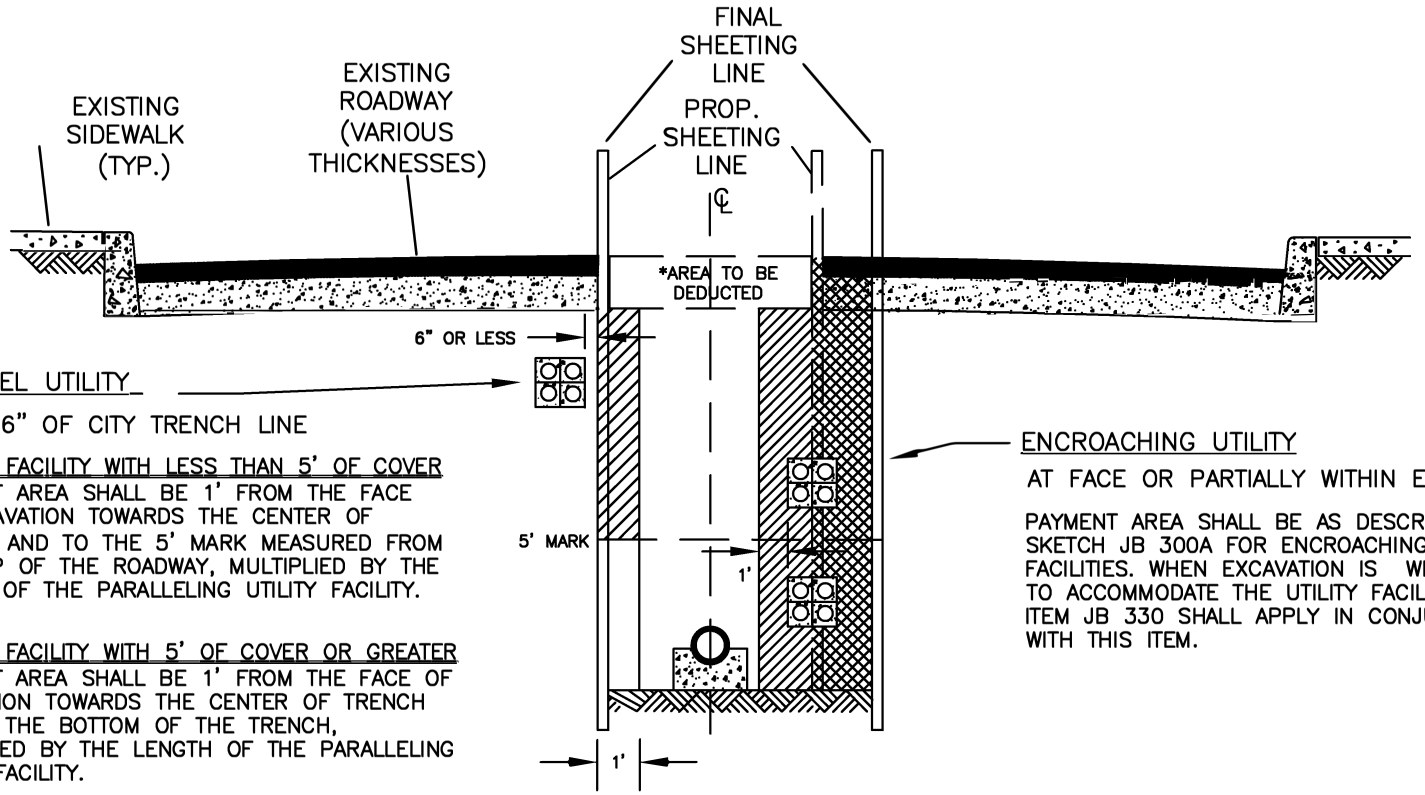
PAYMENT AREA

UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH LESS THAN 5' IN DEPTH

| SKETCH NO. | LAST REVISION |
|---|---|
| JB 300 A | 6/30/2015 |

JB-C43

PROJECT ID: HWCSCHPBX




# PROFILE

N.T.S.

ITEM 300 PAYMENT AREA

ITEM 330 PAYMENT AREA

NOTES:

* VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA

** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

| UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH 5' AND GREATER IN DEPTH | |
|---|---|
| LAST REVISION 10/05/2021 | SKETCH NO. JB 300 B |

# JB 351T - INSTALL AND REMOVE "A" FRAME ON UTILITY POLES

## A. Description

This section describes the temporary supports for utility poles at locations directed by the facility operator(s) in consultation with the Resident Engineer, in order to maintain such poles in their existing upright position without disturbing attached wires and equipment. The Contractor shall provide all labor, material, equipment, insurance, and incidentals required to construct, install and maintain an effective support system that will meet the stated objective.

## B. Materials

All materials required to construct and maintain an effective support system shall be supplied by the contractor and approved by the facility operator.

## C. Method of Construction

Where directed by the utility representative, the Contractor shall furnish, install and remove utility pole supports and maintain utility poles as shown on Sketch JB 351. Alternate methods proposed by the Contractor will be permitted if approved by the facility operator.

## D. Method of Measurement

The quantity of utility pole supports to be measured for payment shall be the number of utility poles supported. The Contractor will be paid only once for each utility pole supported and maintained no matter how many different construction operations have an impact on the pole.

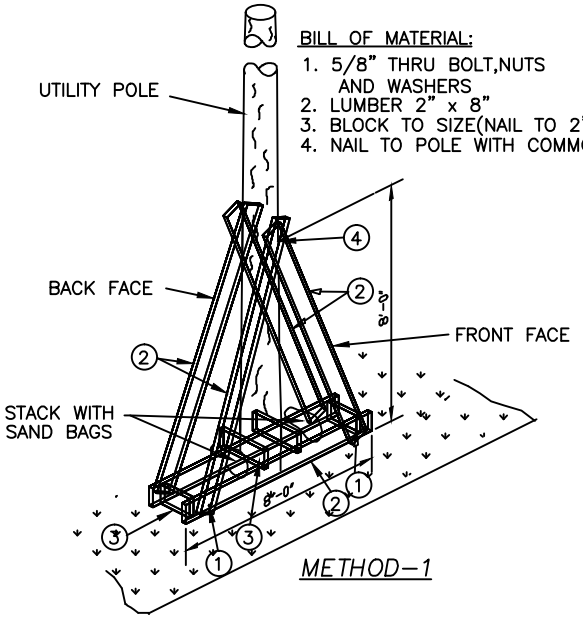
## E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, install, maintain and remove utility pole supports to completely support, maintain, protect, and accommodate the integrity of utility poles without disruption of service to customers. The price bid shall also include all additional impact cost associated with working around utility pole supports, poles and appurtenances.

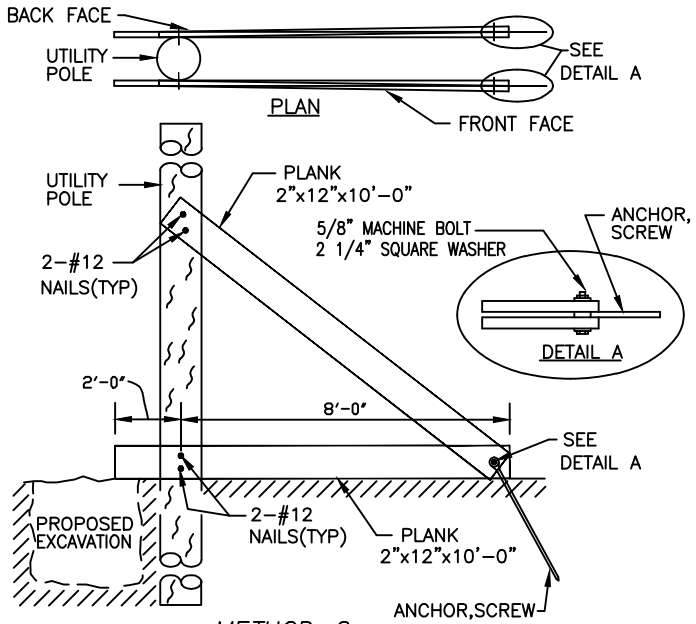
## F. References

1. Sketch JB 351T

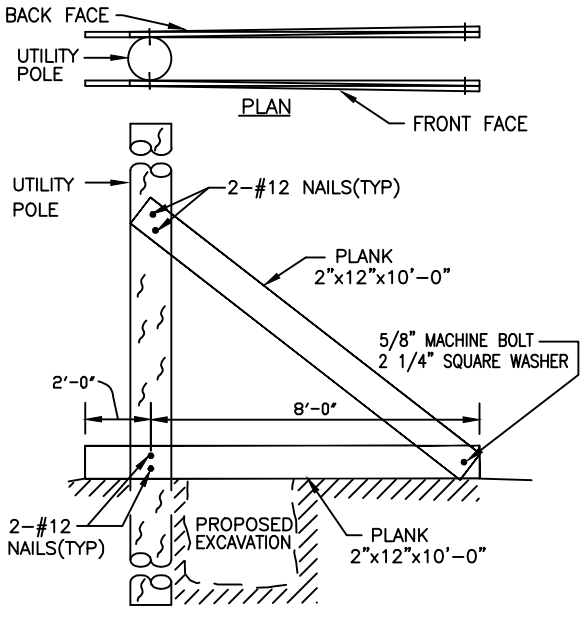
## METHODS OF SHORING UTILITY POLES




METHOD–1




METHOD–2
(FRONT FACE SHOWN,BACK FACE OPPOSITE HAND)




METHOD–3
(FRONT FACE SHOWN,BACK FACE OPPOSITE HAND)

*NOTES:*

1. THESE METHODS OF SHORING ARE GENERAL GUIDES. FIELD CONDITIONS WILL DICTATE WHICH METHOD WILL BE USED.VARIATIONS OF THESE METHODS WHICH ACCOMPLISH THE SAME PURPOSE MAY ALSO BE UTILIZED WHEN APPROVED BY OVERHEAD CONSTRUCTION DEPARTMENT.
2. ANY INFORMATION NOT SHOWN WILL BE DETERMINED IN THE FIELD TO SUIT THE FIELD CONDITIONS WHEN APPROVED BY THE OVERHEAD CONSTRUCTION DEPARTMENT.

SUGGESTED
METHODS OF SHORING
UTILITY POLES

| LAST REVISION | SKETCH NO. |
|---|---|
| 03/07/2018 | JB 351T |

# JB 401 - TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

## A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to excavate by hand to locate and expose subsurface utilities encountered during construction in preparation for horizontal and vertical movement (covered by other Sections), and to support and maintain and protect the integrity of utility facilities including but not limited to:

1. Conduits;
2. Conductor(s) and/or cable(s);
3. Concrete Encased Conduit Bank(s);
4. Steel Pipe(s)

The trench to be excavated shall be determined by the size of the utility and the extent of adjustment required to avoid interferences as detailed on Sketch JB 402 A during all phases of contract work. The work shall be performed in accordance with the specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

## B. Materials

All materials used to support and maintain and protect shall be similar to those indicated on Sketches JB 100 A and 100 A-1 and shall be supplied by Contractor and be approved by the facility operator in consultation with the Resident Engineer.

## C. Methods of Construction

The Contractor shall cut, break and remove various thickness of surface and base pavement, excavate by hand to expose, support and protect all utility facilities within the trench and then furnish and tamp backfill after work has been completed by the parties indicated under other Sections. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility. Upon exposing the affected utilities sufficiently to determine relationships and/or clearances at the sole discretion of the facility operator in consultation with the Resident Engineer, the Contractor shall be permitted to proceed with a combination of hand and machine excavation sufficiently to wingback all interferences of cable and conduit. The trench shall be adjusted so as to provide a nominal cover of 24" over the highest conduit. The width of the trench shall be as directed by the facility operator in consultation with the Resident Engineer. The bottom of the trench shall be graded smooth and tamped to minimize initial settlement and to avoid "point" support of conduits. All stones projecting into the trench bottom shall be removed, and the voids backfilled before conduits are placed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench.

## D. Method of Measurement

The Contractor shall be paid per cubic yard (C.Y.) of trench actually excavated to the limits directed as detailed in Sketch JB 402 A and to the satisfaction of the facility operator in consultation with the Resident Engineer. When two or more utility facilities requiring horizontal or vertical adjustment with different owners are in the same trench, the facility operators shall jointly determine the percentage of ownership of the trench.

## E. Price to Cover

The price for excavation shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, support and protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the Contract Documents, associated maintenance of traffic, and traffic plates and sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand to expose existing structures, furnish, place and tamp backfill after required vertical and/or horizontal adjustments have been completed under other Sections. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under other items. The price shall also include the cost of locating and supporting and protecting all utilities encountered including slings and beams installed for utility support when required. The price shall include maintaining the sheeting for the duration of the relocation and work required by the facility operator including but not limited to pipe-ripping covered under JB 402T.

## F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 100 A and A-1
3. Sketch JB 402 A

# JB 402T - HORIZONTAL AND VERTICAL ADJUSTMENT OF TELECOMMUNICATIONS FACILITIES

## A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to adjust and support and protect and maintain and accommodate the integrity of telecommunication facilities including but not limited to:

1. Conduit(s);
2. Cables and Air Pipe
3. Concrete Encased/Capped Conduit Banks

The work shall be performed in accordance with specifications and at the direction of the facility operator in consultation with the Resident Engineer.

## B. Materials

All materials used to adjust and support and protect and maintain and accommodate the integrity of utility facilities shall be similar to those indicated on the standard Sketches JB 100 A & 100 A-1 and shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

Materials used for replacing conduit(s) removed under this item shall be supplied by and installed by the Contractor and shall include but not be limited to the following:

1. Bends
2. Split and Solid Conduit(s) PVC and Steel
3. Couplings and Adapters PVC, Tile and Steel
4. Straps or plastic ties

PVC conduit and fittings shall be as supplied by American Pipe and Plastics, Type “C” or approved equal.
Steel Pipe and fittings shall conform to ASTM A53 Schedule 40
Tile to PVC adaptors shall be as supplied American U-Tel or approved equal.

## C. Methods of Construction

Lengths of “wing-back” shall be determined by the facility operator in consultation with the Resident Engineer. All work performed prior to that approval shall be at the contractors risk.

Methods of construction shall include but not be limited to the following:

1 Removal and Support

a. Break with hand held power tools, remove and dispose of plain or reinforced concrete encasement.

b. Break with hand held power tools, remove and dispose of conduit(s) enclosures and conduit that contain conductor(s) and/or cable(s) except steel/Iron conduits, inner ducts and 1 ¼" to 1 ½" PVC "quad ducts. Breaking – "ringing and ripping" - of steel/iron conduits belonging to ECS shall be performed by ECS forces only. Contractor shall make safe the work area to accommodate the ECS forces.

c. Support and protect exposed conduits, cables, innerduct and airpipe as shown in Sketch JB 100A-1 and approved by the facility operator in consultation with the Resident Engineer.

d. ECS tenants cables may require inspection, testing and encapsulation before they can be shifted. Contractor shall make safe the work area to accommodate these forces. Contractor shall be notified by the facility operator of the ECS tenant requirements before the conduits are broken-out.

2 Adjust or Move Conductor(s) and/or cable(s) and support

a. Cable shall be relocated horizontally and/or vertically as directed by the facility operator in consultation with the Resident Engineer

b. Support and protect conductors and/or cables as shown on Sketch # JB 100 A-1 and/or as directed by the facility operator.

3. Replacement, Encasement, Protection and Support

a. Replace vacant and loaded conduit(s) with solid and/or split conduit(s) and adapters.

1) Vacant Conduit - Repairs to conduits shall not be permitted. All damaged or impaired lengths of conduit(s) shall be removed and replaced with new conduit(s). The number of vacant conduits replaced shall be confirmed by the facility operator.

2) Loaded Conduit - Replacement of conduits that are removed from around existing cable(s) or innerduct shall be accomplished with split plastic (PVC) or split steel conduits as directed by the facility operator. Where split and solid plastic or steel conduit is used, the conduit(s) shall be spaced 1½ inches from each other. All split PVC shall be secured with plastic straps spaced at a maximum distance of eighteen (18") inches. Plastic conduit shall be joined with plastic couplings.

3) Adapting - Joining plastic conduit to existing conduits of other diameters or material shall be done using single or multiple adapters, (supplied by contractor).

b. If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the contractor and measured for payment under Item JB 403T.

c. Support and protect cable(s) and/or conductor(s) and conduit(s).

d. Verify vacant conduits and provide pull ropes.

e. Encase all exposed conduit with concrete (f'c = 1200 to 1500 psi maximum) with slump commensurate to completely fill voids around conduits. Concrete encasement shall extend to two (2") inches beyond the limits of the duct bank vertically and horizontally.

**D. Method of Measurement**

The quantity to be measured for breaking out conduits, removing concrete, moving, protecting and supporting conductors and replacing conduits with split and solid conduit, shall be paid for by the linear foot (L.F.) of each conduit replaced. A linear foot of conduit shall be defined as one (1) single conduit measured along its longitudinal axis that has been broken out or moved from its original location either horizontally and/or vertically and measured in its final location. Quad PVC ducts produced as one unit shall be consider one duct for each quad unit. All conduits removed under this section and not restored shall be paid at 60% of the appropriate item in this section.

Multiple tile duct bank with concrete protection cover is not considered concrete encasement.

Each type of utility adjustment shall be paid for separately, the types of utility adjustments are defined as follows:

JB-402T.1 Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.1A Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.2 Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.2A Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R1A Existing Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R2A Existing Non-Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V1 Existing Vacant Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V1A Existing Vacant Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V2 Existing Vacant Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V2A Existing Vacant Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.J1 Existing Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J1A Existing Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2 Existing Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2A Existing Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

## E. Price to Cover

The unit price bid per linear foot (L.F.) of conduit shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to shift, adjust, support, protect, maintain and accommodate the integrity of utilities without disruption of service to the facility operator's customers and in accordance with contract documents. The price bid shall also include the cost of: breaking out, removal and disposal of plain or reinforced concrete encasements, conduits (except iron/steel), support of cables/conduits, replacement with field split, split and solid conduits, adapters, clamps, straps and couplings; verify vacant conduits and provide pull ropes; furnish and install concrete encasement, supports, slings and beams for utility support; changes of sheeting method and/or configuration when required and where necessary to accommodate the utilities during all phases of contract work; and removal of sheeting around the utilities, and all else necessary and required to complete the work.
The unit price shall include providing access to the facility operator pipe-ripping crews and tenants to verify and test cables before, during and after the pipe ripping operation completed by the facility operator or specialized contractor hired by the facility operator and after conduit removal by the Contractor The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB-402T as JB-402T covers access to the work site at all times for work required under this item.

## F. References

1. Sketches JB 100A and 100A-1
2. JB 403T
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902
4. American U-Tel, 9760 Smith Rd., Willoughby, Ohio 44094

# JB 403T – FURNISH AND INSTALL STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES

## A. Description

Under this section, the Contractor shall furnish and install as required permanent steel protection plates over telecommunications facilities where directed by the facility operator(s).

## B. Materials

Material shall be:

¼" thick ASTM A-36 plates. Maximum size 24" by 48".

3/8" thick ASTM A-36 plates. Maximum size 12" by 18".

Thickness to be determined by the facility operator(s)

## C. Method of Construction

Steel protection plates shall be placed in accordance with the attached facility operator(s) standard sketch JB 403T. All protective plates shall overlap a minimum of 3".

## D. Method of Measurement

The quantity for payment shall be the area of permanent steel plating protection furnished and installed (excluding overlap) and measured in place in Square Feet (S.F.).

JB 403T.1 – Furnish and Install 1/4" thick steel plate (S.F.)

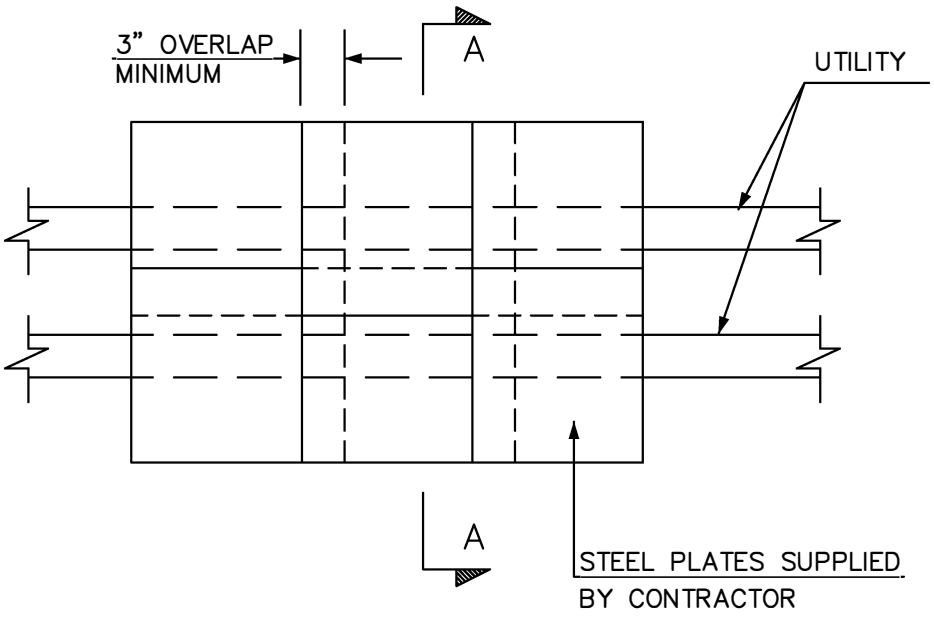
JB 403T.2 – Furnish and Install 3/8" thick steel plate (S.F.)

## E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

## F. References

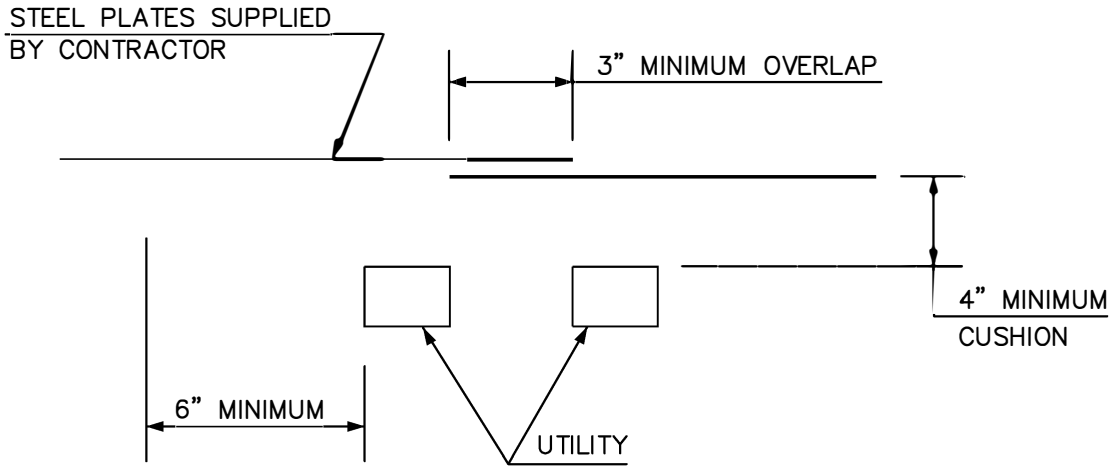
Sketch JB 403T




PLAN

NOT TO SCALE

AREA FOR PAYMENT
SHALL BE AS MEASURED
IN PLACE (EXCLUDE OVERLAP)




SECTION A–A

NOT TO SCALE

TYPICAL PLATE SIZES:
6" x 48" x 1/4"
12" x 48" x 1/4"
24" x 48" x 1/4"
12" x 24" x 3/8"

| J.B. SKETCH | |
|---|---|
| PLACING STEEL PROTECTION PLATES FOR COMMUNICATION FACILITIES | |
| CONTRACT NO. | SKETCH NO. JB 403 T |

| REVISIONS |
|---|
| 09/13/2017 |

## JB 636E - ADJUSTMENT OF UTILITY HARDWARE

Under this section the Contractor shall adjust existing utility street hardware including vault grates, valve boxes, etc., to the proposed grade by either building up or lowering the installation and resetting the castings, as and where directed by the facility operator.

### A. Description

Building up or lowering the installation and resetting the castings shall consist of removing the existing frame and cover, building up or decreasing the existing installation, replacing the frame and/or cover if damaged, as determined by the facility operator, with a new frame and/or cover furnished by the facility operator, and setting the frame and cover to the new elevation.

### B. Materials

Materials used shall comply with the Standards and specifications of the facility operator having jurisdiction over the installations. Where high-early strength concrete is required by the Resident Engineer to be placed adjacent to utility installations then the requirement for mortar shall be quick setting mortar capable of obtaining a minimum compressive strength of 1,500 psi in two (2) hours, and the requirement for concrete shall be high-early strength complying with current N.Y. State Department of Transportation, Standard Specifications for Class F concrete.

When castings and/or covers are deemed inadequate at a location as determined by the facility operator, the facility operators shall furnish new castings and/or covers to the Contractor for installation. The Contractor is required to inform the utility operator in advance of the need for the castings. Materials supplied by the facility operator shall be delivered to the contractor’s designated storage area.

### C. Methods of Construction

The Contractor shall breakout and dispose of sidewalk, curb, pavement and/or pavement base around existing casting, excavate as required to remove casting and install existing or replacement casting, remove casting, protect opening, reinstall existing casting or install new casting to the proposed grades, backfill, grade and compact fill around casting, install base concrete and or sidewalk pavement and curb, tack coat around frame, install and remove temporary pavement around casting where directed by the facility operator; and install and compact asphalt binder and wearing course or other permanent pavement around casting and perform all work in accordance with the contract plans and the specifications.

Setting or resetting the castings shall be done with bricks plus mortar and/or by raising or lowering adjustable castings according to the standards of the utility owner having jurisdiction over the installation. Work shall be done in a workmanlike manner. Any damage resulting from the Contractor's operations to the existing installation which is to remain shall be satisfactorily corrected at the Contractor's own expense, as directed by the facility operator. Castings, which are deemed unacceptable for resetting, shall become the property of the Contractor and shall be removed and disposed of by him away from the site.

No traffic shall be allowed on adjusted utility hardware until permitted by the facility operator.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (EA) in each size group actually adjusted as specified under each item. The size of each utility hardware unit, measured in width, shall be defined as either, the diameter of the exposed edge of the casting, or the exposed edge of the longest side of rectangular frames as indicated in sketch JB 636.

JB 636 EA - Adjustment of Utility Hardware (Under 7" Width)

JB 636 EB - Adjustment of Utility Hardware (7" to under 14" Width)

JB 636 EC - Adjustment of Utility Hardware (14" to under 30" Width)

JB 636 ED - Adjustment of Utility Hardware (30" to under 34" Width)

JB 636 EE – Adjustment of Utility Hardware (34” to under 41” Width)

JB 636 EG - Adjustment of Utility Hardware (41" to under 75" Width)

JB 636 EH - Adjustment of Utility Hardware (75" to under 125" Width)

JB 636 EI - Adjustment of Utility Hardware (125" to under 170" Width)

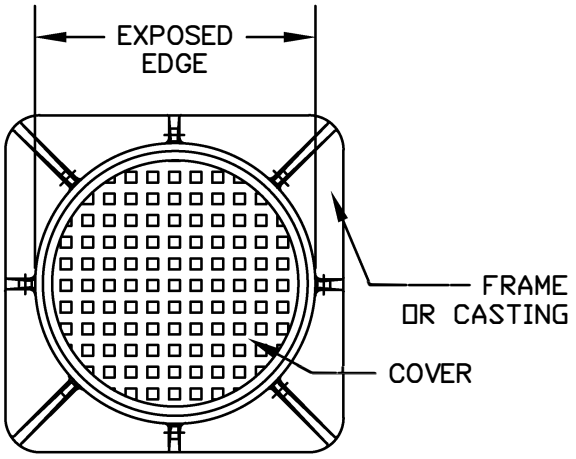
## E. Price to Cover

The price for re-grading utility hardware shall be the unit price per each (EA.) and shall cover the cost of furnishing all labor, materials, plant, equipment, and incidentals required to remove existing frames and covers; build up the existing installations with brick and mortar, or lower the existing installations by removing bricks and mortar; replace damaged frames and/or covers with frames and/or covers furnished by others; break out pavement and/or pavement base; protect existing opening and installation; set the frames and covers to new elevations; grade and compact fill; install base concrete; tack coat frame; install, remove, and dispose temporary pavement; install and compact asphalt binder and wearing course or other permanent pavement; repair minor structural damage to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; and complete the work in accordance with the plans, the specifications, and the directions of the facility operator.

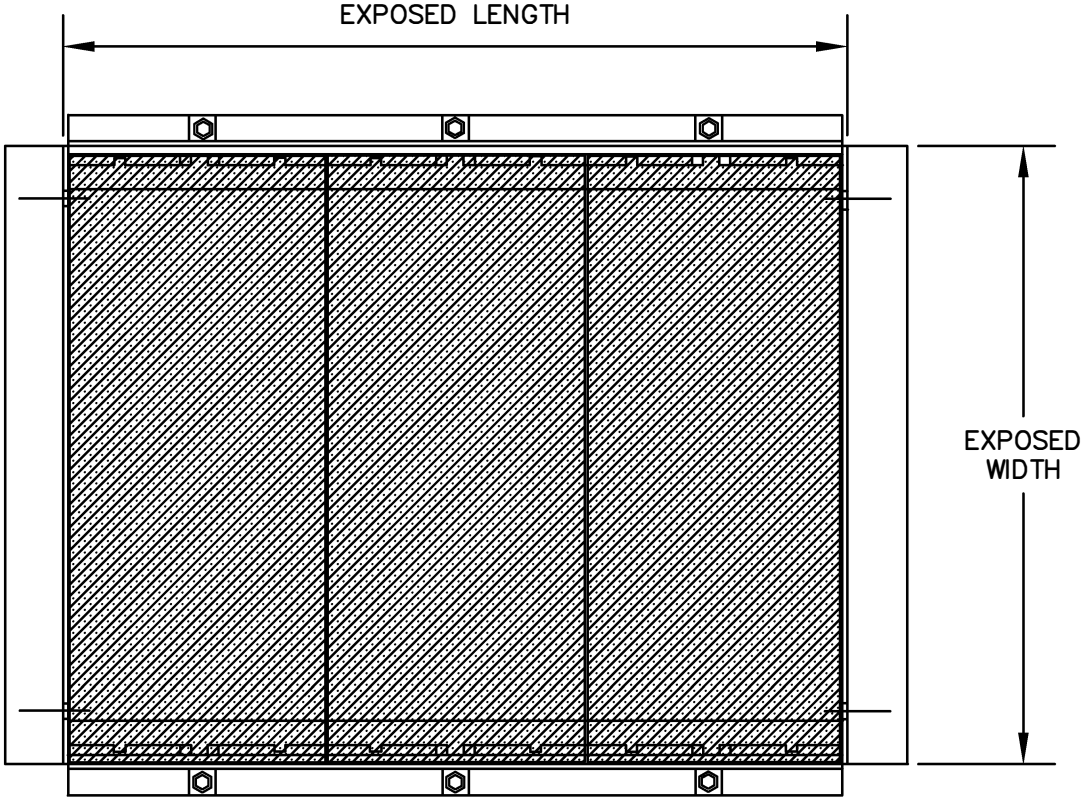
## F. References

1. NYS DOT Standard Specs for Class F Concrete
2. Con Edison Specifications, latest revisions. EO-10321-B, latest revision – Chimneys, collars & grading blocks for manholes & vaults construction and installation
3. Sketch JB 636E

# ROUND COVERS




# RECTANGULAR COVERS/FRAMES




## PLAN VIEW

N.T.S.

ADJUSTMENT OF
UTILITY HARDWARE

| LAST REVISION | SKETCH NO. |
|---|---|
| 6/30/2015 | JB 636E |

# JB 638NT – FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURES

Under this item the Contractor shall perform the complete installation of field constructed utility structures approved by the facility operator in consultation with the Resident Engineer. The utility structure shall be field constructed and installed in compliance with standard utility specifications and/or methods approved by the facility operator in consultation with the Resident Engineer.

## A. Description

Installation of field constructed utility structure shall comply with utility standard specifications and/or as directed by the facility operator in consultation with the Resident Engineer and shall include:

- Service Boxes (various sizes)
- Manholes (various sizes)

Where approved by the facility operator, telephone structures may as an alternate be constructed of precast reinforced concrete.

## B. Materials

The facility operator will furnish cable racks, pulling-in irons, sump castings, hardware, manhole steps/ladder supports and cast iron frames and covers. All other materials required for a complete manhole installation including concrete, reinforcing steel and structural steel shall be supplied by the Contractor and shall comply with the standards of the facility operator.

The Contractor shall notify the facility operator a minimum of 30 days prior to manhole construction for scheduling materials to be furnished by the utility company. The Contractor shall pick up said materials at the facility operator's yard.

All concrete shall have a minimum compressive strength of 4,000 psi at 28 days.

Reinforcing steel shall be deformed bars conforming to ASTM, Grade 60.

Structural steel shall conform to the requirements of ASTM A-36. Bolts shall conform with the requirements of ASTM A-325.

The Contractor shall supply all necessary materials (mortar, concrete, brick, etc.) for sealing duct entrance windows in manholes and for constructing chimneys and bricking up castings to grade.

## C. Method of Construction

All work shall comply with the utility specifications, plans, and standards of the facility operator.

Refer to specification JB 406 for excavation and sheeting requirements associated with telephone manhole construction. Where replacement manholes are indicated on the plans, the demolition

and removal of the existing manhole structure and the protection of existing cables and splices will be paid separately under JB 638R.

The Contractor shall perform the necessary field construction of the floor, walls, and roof of the utility structure as shown on the Plans and as directed by the facility operator in consultation with the Resident Engineer. No traffic shall be allowed on the structure until permitted by the facility operator in consultation with the Resident Engineer.

Field conditions may require the contractor to modify the design of the manhole structure, as directed by the facility operator in consultation with the Resident Engineer.

Refer to specification JB 636E for guidelines relating to the installation of new frames and covers.

All structural steel roof beams shall be ground free of burrs and painted with one shop coat and two field coats of finish paint. The Contractor shall make provisions for and incorporate into the manhole all required materials as shown on the Plans, standard utility details or as directed by the facility operator in consultation with the Resident Engineer.

The Contractor shall provide duct entry windows in the new manhole as shown on the Plans and as directed by the facility operator. All windows shall be properly sealed around new ducts per utility company requirements.

All cable racks and wall brackets shall be supported on walls with ½" dia. X 2-½" long galvanized steel machine bolts using ½" concrete inserts or expansion bolts. Vertical spacing of inserts shall not exceed 18" o.c. (typ).

The Contractor shall confirm placement of concrete inserts for cable rack supports, pulling-in irons, and other embedments shown on the Plans with the facility operator, in consultation with the Resident Engineer, prior to manhole construction.

All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator in consultation with the Resident Engineer and at the Contractor's expense. The contractor shall perform the installation of the utility structure while maintaining, supporting, and protecting and accommodating the integrity of all utility facilities (without disruption of service) located within the areas of the excavation and the field constructed structure.

This item shall also apply when partially or totally rebuilding or modifying an existing utility structure.

The Contractor is advised that in lieu of poured-in-place structures the substitution of Precast Reinforced Concrete Structures that comply with Utility Specifications, will be permitted only when approved by the facility operator in consultation with the Resident Engineer, along with the following provisions:

1. Precast telephone manholes shall be constructed to the interior manhole dimensions and details shown on the Plans.

2. The Contractor shall submit shop drawings and design calculations for each precast manhole structure for review and approval by the facility operator and the Resident Engineer prior to fabrication. Shop drawings shall show the overall structure dimensions, roof openings, window sizes and locations, sump locations, reinforcing steel and details, construction joint types and locations including sealant material proposed. The inside face of all windows (4 sides) shall be beveled and provisions made for all inserts and hardware for a complete manhole installation, including cable pulling iron embedments and cable rack insert embedments in accordance with the standards and requirements of the facility operator.
3. Precast manhole design criteria shall be as follows:
    - Concrete Minimum Compressive Strength: 4,000 psi or greater at 28 days.
    - Steel Reinforcement: ASTM A-615, Grade 60.
    - Design Loading: AASHTO HS20-44
    - Shop drawings and calculations shall state design methodology used and all design assumptions including soil pressures and ground water levels used in the design.

4. A 9-inch thick compacted stone ballast leveling pad shall be provided as a foundation for all precast manholes.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar in place to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

## E. Price to Cover

The unit price under this item shall be a unit price per cubic yard (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar placed in the field constructed utility structure. The unit price shall cover the cost of all labor, materials, plant, equipment, insurance and incidentals required to field construct partially or totally, rebuild or modify, a utility structure. The unit price shall also include all formwork installation and removal, installation of concrete, bricks, mortar, steel reinforcement, structural steel beams, furnish and install pre-cast concrete, chimney, and installation of interior and exterior hardware, including frames and covers. The Contractor shall also install pipes, conduits, sumps, drains, sleeves, related steel or cast iron materials or equipment through the structures as shown on the drawings. Upon removal of forms, the Contractor shall remove debris and face off the entire interior of the structure. The unit price includes necessary realignment of existing ducts into the new structure up to five feet from the outside face of the new structure; any additional duct realignment required shall be paid under a separate JB item. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the field constructed structure, and the furnishing of samples, as required. All work shall comply with the plans, specifications, standards, and directions of the facility operator in consultation with the Resident Engineer.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required. All required break out and disposal of all types of conduits/duct banks in new structure area, including maintenance and support of cable shall be included in JB 638R. Where precast reinforced concrete manholes are used in lieu of poured in place manholes, the cost for furnishing, delivery and installation of the precast reinforced structures, additional excavation associated with the widening and deepening of trench due to increased width of precast structures and due to the placement of a stone ballast leveling pad; stone ballast; connections; and all work incidental thereto all in accordance with the Plans, Specification and Standards, shall be deemed included under this item. No additional or separate payments will be made for any work associated with the installation of precast reinforced structures.

The cost of providing an anti-freeze additive in concrete, when required, shall be paid for under Item 9.04 HW.

## F. References

1. JB 406
2. JB 636E
3. JB 638R
4. Standard Utility Specifications and Drawings

# JB 638RT – BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES

## A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to partially or totally break out and remove existing utility structures using methods approved by the facility operator. Breaking out and removing existing utility structures shall be performed while maintaining and protecting all subsurface facilities, at locations approved by the Facility Operator. The Contractor will encounter various underground facilities, located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables.

All work required to partially or totally break out and remove existing utility structures shall comply with standard utility specifications and/or as directed by the facility operator and shall include but not be limited to:

- Service Boxes (various sizes)
- Manholes (various sizes)
- Vaults (various sizes)
- Valve Boxes (various sizes)
- Concrete encased conduits containing cables

## B. Materials

All materials used shall be supplied by the Contractor and comply with the standards of the facility operator.

## C. Method of Construction

The Contractor shall perform the necessary breaking out and removal of the existing utility structure while maintaining and protecting all subsurface facilities. The Contractor will encounter various underground facilities located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables, as directed by the facility operator. All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator and at the Contractor's expense.

This item shall also apply when partially or totally breaking out and removing an existing utility structure.

The rebuilding of the utility structure is covered under JB 638NT.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

## E. Price to Cover

The unit price bid under this item shall be a unit price per cubic yard (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed. The unit price shall also cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to partially or totally break out, remove and dispose of existing utility structure. The unit price shall also include demolition of the existing utility structure, haul away and disposal of demolished materials, formwork, concrete, bricks, mortar, steel reinforcement, structural steel beams, interior hardware, exterior hardware, including frames and covers. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the existing structure. All work shall comply with the plans, specifications and standards, provided by and at the directions of the facility operator.

The unit price shall include providing access to the facility operator tenants to verify and test cables before, during and after breaking out and removal of the utility and after conduit removal by the Contractor. The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB 638RT as JB 638RT covers access to the work site at all times.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required.

## F. References

1. JB 406
2. Standard Utility Specifications and Drawings

## JB 802 - SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS AND SIDEWALKS

### A. Description

Under this Section, the Contractor shall be required to modify work methods of installing new curb and sidewalk in order to maintain, protect and accommodate the integrity of private Utility Facilities located within a zone of protection immediately beneath existing sidewalk and curb designated to be replaced under other Contract items. The zone of protection shall define an area of curb and sidewalk where: work is within the vicinity of private Utility Facilities as shown on the Special Care Excavation Plan or where utilities are encountered during construction that are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk.

### B. Materials – N/A

### C. Method of Operation/Construction

Once clearances have been verified by available records to the satisfaction of the facility operator, the Contractor shall exercise extreme caution to install new curb and sidewalks within zoned areas of protection. Exercising extreme caution shall mean utilizing appropriate methods of operation/construction, special operations and sequencing, and by employing hand labor, using hand held tools only, under the personal direction of the appropriate facility operator. The work shall incorporate, but not be limited by, the following restrictions:

#### 1. Removal of Existing Curb and Sidewalk

Removal of existing curb and sidewalk material shall be performed by saw cutting the curb and sidewalk, for a depth of not less than 2", to assist the Contractor in breaking up the concrete curb and sidewalk for removal by hand. Curb and sidewalk removal shall be done with hand labor, using hand held tools only while working from adjacent undisturbed sidewalk and/or pavement. Furthermore, it shall be understood to mean that digging and/or excavating directly with power-mechanized earth moving equipment will not be permitted. Power mechanized earth moving equipment may only be used as a depository of material removed from the excavation by hand as described above. All equipment, methods, and maintenance and protection provisions shall require full authorization by the facility operator.

#### 2. Preparation and Installation of New Curb and Temporary and New Sidewalk

Backfilling, filling, grading of sub base, and installation of new curb and both temporary and new sidewalk, as required under other Contract Items, shall be performed utilizing materials, equipment and methods of construction that will insure the integrity of the private utility facilities and at the same time meet all requirements for this work as specified in other sections of this contract.

### 3. Compaction

The Contractor shall compact all sub-grade and new sub-base materials by utilizing native and/or blended fill material, equipment and methods of construction that will ensure integrity of private Utility Facilities and at the same time meet all requirements for compaction as specified in Section 4.11 of the Standard Highway Specifications.

### 4. Powered Excavating Equipment Limitations

The Contractor shall not employ powered or mechanical excavating equipment within the zone of protection. Powered or mechanical excavating equipment may only be used as a depository for material removed from the excavation by hand as described above.

The Contractor shall not be permitted to store, stand and/or travel equipment/vehicles on specified unpaved zoned protection areas.

## D. Method of Measurement

### 1. ITEM JB 802A

The quantity of "Special Care Excavation and Restoration for Sidewalk Work" to be measured for payment shall be the number of square feet (SF) of new sidewalk actually installed under other contract items within the zone of protection areas requested by the facility operator. For payment purposes, the horizontal limits for a zone of protection area shall be defined as the area designated on the plans or an area equal to the length of the designated facility multiplied by its width plus 18 inches on each side. Where overlapping of zones occur due to multiple facilities, the area will be modified to one zone measured from the outside limits. Where the 18-inch area falls beyond the curb line the outside boundary shall be the curb line.

### 2. ITEM JB 802B

The quantity of "Special Care Excavation and Restoration for Curb Work" to be measured for payment shall be equal to the number of linear feet (LF) of new curb actually installed under other contract items within the zone of protection areas requested by the facility operator.

## E. Price to Cover

### 1. ITEM JB 802A

The contract price per square foot for "Special Care Excavation and Restoration for Sidewalk Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required for excavation and disposal of pavement, base and all other material to new sub-grade within and adjacent to zone of protection areas; saw cutting, grading, preparation of sub-grades, backfilling and compaction within zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting and accommodating the integrity of private Utility Facilities during the performance of sidewalk reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

### 2. ITEM JB 802B

The contract price per linear foot for "Special Care Excavation and Restoration for Curb Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required to install new curbs and temporary restoration material under other Contract items, within and adjacent to zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting, and accommodating the integrity of private Utility Facilities during the performance of curb reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

Payment for all work specified herein shall be made on a one-time basis only; no payment will be made for the same area of sidewalk or length of curb more than one time. In addition, work under these items shall not be paid in combination with other utility items.

## F. References

1. Section 4.11 Standard Highway Specification

# JB 803 - LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS

## A. Description

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to oil o static facilities, and any other facilities of various sizes and configurations paralleling or crossing proposed saw cut areas located within a zone of protection associated with roadway removal operations, as determined by the utility operator. Utility facilities which cross under and between the saw cut area are included within this item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and determined by the facility operator(s).

## B. Materials – N/A

## C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or crossing the saw cut area within a zone of protection as determined by the Facility Operator, during the roadway saw cut. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use pneumatic tools to line cut the pavement in lieu of saw cut by machine. It is the sole discretion of the facility operator(s) to determine relationships and/or dimensions, and advise the Contractor to proceed with pneumatic tools to line cut existing roadway structure.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of line cut performed by pneumatic tools measured along the length of cut. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

JB 803.1 Line cut Asphalt Roadway (LF)
JB 803.2 Line cut any combination of Asphalt and Concrete Roadway (LF)
JB 803.3 Line cut any combination of Asphalt, Concrete, and Belgium Block (LF)

## E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include any additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

## F. References

1. NYS Industrial Code Rule 753

# JB 402T.3 - ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER

## A. Description

Under this item the contractor shall provide all labor, equipment, transportation, insurance and incidentals to remove and dispose of asbestos containing material - transite pipe (ACM-TP).

The contractor shall strictly adhere to all environmental requirements and work practices and notifications specified under construction details.

The transite conduits (ACM-TP) to be removed contain active cables and these cables will remain active during the transite conduits removal.

All removal and disposal of ACM-TP shall be done by pre-qualified contractors (or sub-contractors) as specified under method of construction.

## B. Materials

The contractor shall supply separate dumpsters to be used exclusively for the removal and disposal of the ACM-TP and all other materials such as bagging, dumpster linings, respirators and filters, enclosures and all other incidental material required for the removal and disposal of the Verizon/ECS ACM-TP in accordance with laws, rules and regulations of Federal, State or local agencies.

## C. Method of Construction

### a. Work Scope

Removal of concrete encased conduits shall be accomplished by hand held chipping hammers. The removal should be in a pre-identified operation in order to minimize the potential release of airborne asbestos fibers from the ACM-TP.

### b. Notification And Variance

Verizon/ECS is required by the New York City Department of Environmental Protection (NYCDEP) to obtain a site specific variance.

The contractor shall prepare the variance application letter and the NYCDEP Form ACP-9 and will submit them to the NYCDEP not sooner than four (4) weeks prior to the start of the ACM-TP removal.

The contractor is responsible for preparing the NYCDEP Form ACP-7 together with NYCDEP Form ACP-9 as the applicant and providing these forms to Verizon/ECS for review and signature prior to submittal to the NYCDEP seven

(7) weeks prior to the commencement of the project (Notice to begin construction).

The contractor shall prepare the New York State Department of Labor (NYSDOL) notification Form DOSH-483 prior to submittal to the NYSDOL at lease four (4) weeks prior to the commencement of the project.

The contractor shall prepare the United States Environmental Protection agency (USEPA) Notification of Demolition and Renovation form for submittal four (4) weeks prior to the commencement of the project.

**c. Vendor Prequalification**

All subcontracted environmental parties which shall include but not be limited to asbestos abatement contractor, project monitoring firm, air sampling and analytical contractor can be selected from Verizon's currently approved vendor lists. Should the contractor elect to use his own list, that information shall be provided to Verizon/ECS for review/ approval at least four (4) weeks prior to date the ACP-7 form is submitted to Verizon.

**d. Waste Transport and Disposal**

The ACM-TP that is removed will be disposed of as ACM waste at an asbestos landfill. This landfill site shall be selected from one of Verizon’s list of approved disposal sites. The contractor will identify and obtain approval from Verizon for the transporter. The contractor can select one of the Verizon’s currently approved transporters, or alternatively select a transporter of its own. Should the contractor elect to use latter, that information shall be provided to Verizon/ECS for review/approval at least 4 weeks prior to the date the ACP-7 is submitted to Verizon.

An original of the asbestos waste manifest is to be provided to the Verizon/ECS representative for all shipments that leave the work site. A signed copy (by the selected landfill) of the waste manifest is to be provided to Verizon/ECS not later than 10 days from the date the shipment leaves the site.

**e. Exhibits**

The forms are a component part of this item.

1-NYCDEP Form ACP-7
2-NYCDEP Form ACP-9R1
3-NYSDOL Form DOSH-483
4-USEPA - Notification Form

**f. Work Plan**

1. For this item the contractor must submit to Verizon/ECS for review and approval a detailed site specific work plan.

2. The contractor must submit to Verizon/ECS for review and approval any alternate proposals for variance requested from Regulatory Statutes (NYSDOL & NYCDEP).

3. The contractor shall provide all sampling and laboratory analysis required under the Industrial Code Rule 56 Subpart 17 and all applicable Blanket Variances. All sampling and analysis shall be performed by a firm independent from the Contractor. The price for the cost for compliance air monitoring sampling and analysis shall be included in the price bid for listed items.

4. Within five (5) calendar days of the receipt of the results of any part of the compliance air sampling and analysis, the Contractor shall forward a copy of those results (showing the name and address of the laboratory, the type of test performed, the method of measurement and all information normally relevant to sampling and analysis of asbestos remediation procedure) to Verizon/ECS on-site representative.

**g. Project Folder**

Upon completion of the abatement, the Contractor shall provide a complete job folder with the following documents, which shall include chain of custody records:

a. Copy of Supervisor/Handler certifications
b. Copy of the Subcontractor's Enclosure Entry Permit
c. Result of Analysis for All Bulk Samples, Air and Clearance Monitoring
d. Copy of all Notifications (City, State, Federal)
e. Copy of the Vendor's Certificate of Insurance
f. Copy of the Waste Transporter Permit
g. Signed Asbestos Waste

## D. Method of Measurement

Payment under this item shall be paid for by the linear foot (L.F.) of each conduit removed. A linear foot of conduit shall be defined as one (1) single conduit up to and including 4" nominal diameter measured along its longitudinal axis that has been broken out and removed.

## E. Price to Cover

The unit price per linear foot (L.F.) shall cover the actual costs of all supervision, labor, insurance, (including asbestos liability insurance), materials and equipment necessary to complete the work. The Contractor shall cover the cost of preparing variance application, all filing fees and will submit the application with associated fees to the NYCDEP for processing.

Any contractor's alternative proposals for variance requested from regulatory statutes (NYSDOL & NYCDEP) shall be also included in the actual cost.

Excavation and backfill shall be paid for under JB 401.

## F. References

N/A

# JB 405 - EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES

## A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to excavate, maintain trenches and backfill for the installation of new utility facilities including but not limited to:

1. Conduits
2. Non-cost sharing gas facilities
3. Steam mains
4. Steel pipe(s)

The trench to be excavated shall be determined by the size of the utility facility to be installed. The work shall be performed in accordance with applicable specifications, at the direction of the facility operator.

## B. Materials

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator.

## C. Methods of Construction

1. Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant and as directed by the facility operator. The trench shall be adjusted so as to provide a nominal cover as defined in the specifications for the facility being installed over the new utility facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator. The width of the trench shall be as directed by the facility operator or as shown on Sketch JB 603T (ECS only). The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of backfill material or in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new utility facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new utility facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new utility facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator.

Care shall be taken that no existing utility facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new utility facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

2. Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator to facilitate the installation of the new utility facility. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator. Upon completion of installation of the new utility facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

3. Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6”) thick asphaltic concrete mixture in roadway areas or a two inches (2”) thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated and backfilled as directed by the facility operator or as shown on Sketch JB 603T for JB 603T Items. The volume occupied by existing pipes or other structures will not be deducted from the total volume measured.

JB 405.1 - Trench Excavations for installation of Utility Facilities with total depths less than five feet (C.Y.)

JB 405.2 - Trench Excavations for Utility Facilities with total depths equal to or greater than five feet (C.Y.)

## E. Price to Cover

The unit price bid for the various trench excavation items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the contract documents. The price shall also include, installation of traffic plates as well as opening and closing of plates as may be required in order to provide access to trench; installation, removal and maintenance of tight sheeting as required; cutting, breaking and removing various thickness of surface and base pavement; excavation by hand to expose

existing structures; furnishing, placing and compacting clean backfill following installation of utility facility in compliance with DOT requirements. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under city items. The price shall also include the cost of locating and protecting all utilities encountered as required.

Clean backfill material in accordance with specifications shall be used around gas facilities and critical facilities shall be paid for under item JB 303.

## F. References

1. Item JB 303
2. Sketch JB603T
3. Con Edison Specifications, latest revisions

CEHSP S13.00 – Excavation and Trenching

## JB 450 – CONSTRUCTION FIELD SUPPORT

### A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to provide construction field support, while maintaining and protecting surface and subsurface facilities, at various locations approved solely by the facility operator. The Contractor shall encounter various surface and subsurface utility facilities while performing various construction field support operations, which may include but are not limited to working over, under, adjacent to, around, in between and in close proximity of:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Gas mains
6. Steam mains
7. Oil-o-static facilities
8. Utility structures and covers

The actual construction field support operation to be performed by the Contractor shall be performed in accordance with the contract plans, specifications or as determined based on actual field conditions and at the sole discretion and direction of the facility operator. This item shall apply to various field support operation tasks for which there are no other applicable JB Items to cover the required work. This item will not apply and will not be paid when there are other applicable JB items available either partly or completely covering tasks described below as determined solely by the facility operator.

### B. Materials

All materials used to provide construction field support shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

### C. Methods of Construction

It is the intent of this item that the Contractor provides field support construction crews suffice to perform various item type tasks required as described. For the purpose of this item a crew consists of more than one non-management individual. The Contractor shall provide all labor and equipment necessary to perform the required task as described below under existing field conditions at various locations and at the sole discretion and direction of the facility operator in consultation with the Resident Engineer. The Contractor shall perform the necessary construction field support, while maintaining and protecting surface and subsurface facilities. The Contractor shall employ approved methods of operation, including the use of appropriate equipment and tools that will enable him to complete the field support operation work as described in the Item Type description below. Existing facilities that are encountered during the construction field support operation shall be supported and protected similar to those indicated on sketches JB 100A and 100B and in a manner suitable to the facility operator in consultation with the Resident Engineer and are deemed included in this item except as included under JB-402T. The Contractor shall properly dispose of all materials excavated away from site, which may require the use of hand held tools and equipment in order to ensure that the integrity of the underground utility facilities are not jeopardized. Care should be taken to avoid damage to existing utility facilities and

structures, and to adjacent curbs, sidewalks, pavements and their foundations, and to avoid caving or sliding banks within excavations.

**D. Method of Measurement**

1 – Quantity - The quantity to be measured for payment shall be the number of actual crew hours (CRHRS.) provided by the Contractor for performing the various types of construction field support operation as directed by the facility operator in consultation with the Resident Engineer.

2 – Type – The unit type to be measured for payment shall be based on the actual task performed by the contractor and covered by the applicable Item Type. The tasks described within the Bid Item Type below are provided as a guide only as to the general nature of the various functions included, but these examples in no way limit the use of the item to these functions only. The contractor should use this information in order to approximate the various required crew sizes necessary to perform the work covered by this item in a productive, safe and efficient manner. The actual construction crew size required to perform the field support operation shall be determined solely by the contractor in order to perform the required construction field support operation. It is the responsibility of the contractor to provide appropriate field support crews capable of performing required tasks in a productive, safe and efficient manner. The actual crew performing the operation will not be considered, by the facility operator in consultation with the Resident Engineer, when determining the applicable item type, which shall be only as per the task performed.

Note: Only one measurement type will be used for each defined construction field support area.

Type .1 = Construction Field Support requiring an average size survey crew that will perform typical field survey functions and provide quality data analysis reports.

Type .2 = Construction Field Support requiring an average small size crew capable of performing various tasks not requiring the use of a machine or operator, which may include but are not limited to: opening/closing subsurface structure cover(s), setting/resetting MPT setup(s), assisting Utility Facility/Specialty crew(s) not included in JB 402T or JB 450.5, performing conduit occupancy identification, clean-up storage work-site area, etc.

Type .3 = Construction Field Support requiring an average medium size crew capable of performing various tasks which include the use of a machine and operator, which may include but are not limited to: excavations due to cable failures, including emergency type excavations, construct manhole enclosures, installing support system for utility facilities, dewatering utility structures and excavations, opening/closing traffic and/or pedestrian plates, etc not included in JB 402T or JB 450.5.

Type .4 = Construction Field Support requiring an average large size crew capable of performing various tasks that requires the use of multiple machine(s) and operator(s), which may include but are not limited to: assistance during heat contingency, welding, repositioning and placing large diameter pipe, etc.

Type .5 = Construction Field Support requiring an average small size crew when requested by the facility operator to assist the facility operator or speciality contractor hired by the facility operator in shifting and supporting the conduits during pipe-ripping operations and all else necessary as required to complete the work including but not limited to constructing temporary work platform and temporary weather protection.

**E. Price to Cover**

The unit price bid for the various construction field support items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to provide construction field support, which may include but is not limited to working over, under, adjacent to, around, in between and in close proximity of surface and subsurface utility facilities and exposing, supporting, protecting and maintaining the integrity of the facilities without disruption of service to the general public, utility customers and in accordance with the Contract Documents at various locations approved by the Facility Operator in consultation with the Resident Engineer. The unit price shall also include openings and closings of plates, and cones, barrels, arrow-boards, etc. and installing, shifting, moving and relocating cones, barrels, arrow-boards, etc. as may be required in order to provide access to excavations and during specialty work being performed by others excluding work operations covered under JB402T. The unit price shall also include excavating by hand to expose existing structures. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price bid. The unit price shall also include the cost of supporting and protecting all utilities encountered during the construction field support operation, as required except work operations covered under JB 402T. The unit price bid shall also include alternate methods for construction field support, which may include changes in equipment and special operations, and sequencing and the use of only all hand-held tools due to existing field conditions, including potential delays and extended performance. Any and all Contractor method changes and operation modifications employed for construction field support are deemed to be included in the price bid for this item. Work under this item may be paid in combination with other City, utility or facility accommodation Items bid under other contract items except where expressedly excluded from that item.

**F. References**

1. Sketches JB 100A, JB 100B

## JB 603T - FURNISH AND INSTALL TELECOMMUNICATIONS CONDUITS

### A. Description

Under this Section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to procure and install conduit for the purpose of installing the facility operator's utilities. Conduit runs shall be as shown on the contract drawings or as specified by the facility operator in consultation with the Resident Engineer.

### B. Materials

Conduit shall consist of:
PVC – 2" and 4" diameter or 1 ¼" Quad, Type "C" as supplied by American Pipe and Plastics or approved equal
Steel - 4" diameter, ASTM A53, Schedule 40 or approved equal
All conduit including sleeves, couplings, bends, pulling lines, etc. shall be supplied by the Contractor and approved by the facility operator in consultation with the resident Engineer.
The Contractor shall supply all material (Mortar, Brick, etc.) to make repairs to opening(s) as approved by the facility operator in consultation with the Resident Engineer.

### C. Method of Construction

The Contractor shall install the specified conduit(s) then rod, mandrel and wire (install pulling line) the new conduits. When conduit pipes are to be connected to existing underground ducts, manholes, or boxes, the Contractor, using hand-held tools only, shall cut existing conduit, to pick-up existing underground conduits with new conduits, make openings into manholes or boxes, install/connect the conduit, and make repairs to seal the openings in the structure.

Steel pipe shall be used for shallow cover and crossing or paralleling steam mains as directed by the facility operator in consultation with the Resident Engineer.

When the facility operator required a combination of conduit types and materials the facility operator will define the configuration of the conduit system and the location of each type within the conduit bank. All conduit shall be spaced 1 ½" both vertically and horizontally from the adjacent conduit(s). All conduits shall be encased in lean concrete (f'c = 1200 to 1500 psi maximum) which shall extend 2" beyond each face of the conduit formation, above and each side of the conduit formation.

If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the facility operator(s) and measured for payment under Item JB 403.

The work shall be performed in accordance with the contract plans, specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

## D. Methods of Measurement

The quantity to be measured for payment shall be the number of linear feet (LF) of conduit trench for which conduit was furnished and installed:

1. 603T.1 - Install 1 ea. 2", 4" or 1 ¼" Quad" Conduit (PVC or Steel) in any combination
2. 603T.2 - Install 2 ea. 2", 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
3. 603T.3 - Install 4 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
4. 603T.4 - Install 6 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
5. 603T.5 - Install 8 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
6. 603T.6 - Install 12 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
7. 603T.7 - Install 15 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
8. 603T.8 - Install 24 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
9. 603T.9 - Install 30 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination

A Quad, consisting of four 1 ¼" conduits shall be supplied as one unit. For purposes of measurement and payment each quad unit of four 1 ¼" ducts shall be counted as one duct.

For any equivalent combination not fitting the above categories payment shall be based on the next higher category.

## E. Price to Cover

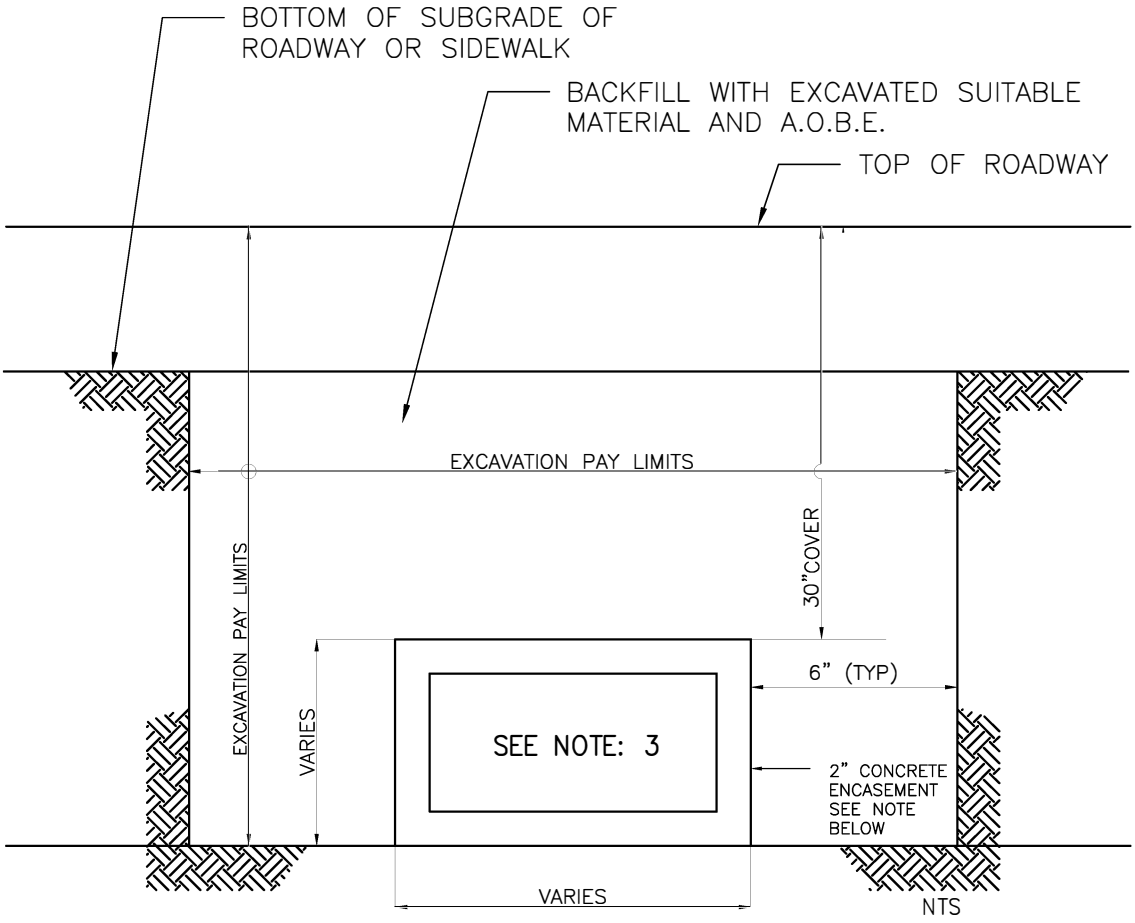
The unit price per linear foot of Conduit trench shall cover the cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, install, rod, rope, and perform any other associated work required to install the conduit completely in place. Where conduits are to be connected to ducts, manholes or boxes, the cost of cutting and/or breaking into the ducts, manholes or boxes, installing and sealing the conduit, including duct plugs; and making repairs to the openings in the structure shall be considered as included in the unit price bid for the installation of the conduit. All acceptance testing, including passing a mandrill with a diameter of 1/8" less than the inside diameter of the duct through the entire length of the duct, as required by the facility operator shall be considered as included in the unit price.

Payment for trench excavation shall be paid under Item JB 405.

Steel protection plates shall be paid for under Item JB 403T

## F. References

1. Sketch JB 603T
2. Item JB 405
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902




## TYPICAL CONDUIT EXCAVATION AND BACKFILL

NOTES:

QUEENS, BROOKLYN & STATEN ISLAND

1– CONCRETE ENCASE REQUIRED IF TOP OF DUCTS IS 20" OR LESS FROM SURFACE AND ALL BENDS, SWEEPS AND CHANGE OF GRADE. FOR COVER LESS THAN 20", 3/8" STEEL (A36M) COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

MANHATTAN & BRONX,

2– FOR COVER LESS THAN 20", 1/4" STEEL (A36M) COVER COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

3– CONDUIT CONFIGURATION TO BE DETERMINED BY ECS/VERIZON REPRESENTATIVE.

| J.B. SKETCH | | |
|---|---|---|
| TRENCH EXCAVATION FOR CONDUIT | | |
| 09/13/2017 | CONTRACT NO. | SKETCH NO. JB 603T |

# JB 636 M - MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS

## A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to maintain, protect, and accommodate the integrity of utility hardware during pavement milling and resurfacing operations. Hardware includes castings, frames, and covers on utility structures, valve box cover castings, concrete collars around steam castings, and all other hardware protecting utility facilities.

## B. Materials – N/A

## C. Method of Construction

Removal of existing pavement around utility hardware shall be performed by the Contractor with extreme caution by utilizing appropriate methods of operation, by employing specialized construction equipment, and by special operations and sequencing.

The Contractor shall not mill existing pavement within 12” of the perimeter of utility hardware. Removal of pavement within 12” of the perimeter of utility hardware shall be by cutting with pavement breakers or other methods as proposed by the Contractor. All methods shall be presented to the facility operator and the Resident Engineer by the Contractor prior to the start of construction and shall be approved by the facility operator in consultation with the Resident Engineer.

During removal of existing pavement and for the duration of project, the Contractor shall protect utility hardware from damage by the Contractor’s operations and traffic. Contractor shall also provide all necessary protection to pedestrians to prevent injury to pedestrians when crossing utility hardware during the project. Utility street hardware damaged by the Contractor or others during the project shall be replaced by the Contractor at Contractor’s expense.

The Contractor shall not place any paving materials over utility hardware during the project.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (ea) in each size group actually adjusted as specified under each item. The size of each hardware unit, measured in width, shall be defined as the diameter of circular covers, the major axis of elliptical covers, or the larger length or width of rectangular covers.

1. Item 636 MA – Modification of Work Methods to Accommodate Utility Hardware (Under 7" Width)
2. Item 636 MB – Modification of Work Methods to Accommodate Utility Hardware (7" to under 14" Width)

3. Item 636 MC – Modification of Work Methods to Accommodate Utility Hardware (14" to under 30" Width)
4. Item 636 MD – Modification of Work Methods to Accommodate Utility Hardware (30" to under 34" Width)
5. Item 636 ME – Modification of Work Methods to Accommodate Utility Hardware (34” to under 41” Width)
6. Item 636 MG – Modification of Work Methods to Accommodate Utility Hardware (41" to under 75" Width)
7. Item 636 MH – Modification of Work Methods to Accommodate Utility Hardware (75" to under 125" Width)
8. Item 636 MI – Modification of Work Methods to Accommodate Utility Hardware (125" to under 170" Width)
9. Item 636 SMB – Modification of Work Methods to Accommodate Utility Steam Hardware (Under and including 8" Width)
10. Item 636 SMC – Modification of Work Methods to Accommodate Utility Steam Hardware (Above 8" to 34" Width)

## A. Price to Cover

The price to modify work methods to accommodate Utility Hardware during pavement milling and resurfacing operations shall include the cost of all incremental labor, materials, time, equipment, insurance and incidentals required for removal and disposal of existing pavement, installation and compaction of base and wearing course materials, installation and compaction and removal of temporary asphalt concrete mixture, tack coating; in accordance with the plans, the specifications and the directions of the facility operator in consultation with the Resident Engineer. The price to cover shall further include the cost of maintaining, protecting, and accommodating the integrity of utility street hardware during the project and during the performance of milling and resurfacing and the incremental additional work and effort made necessary to protect pedestrians from injury when crossing utility hardware during the project. The price to cover shall further include additional areas of modification of work methods beyond 12” of the perimeter of the utility street hardware due to the milling equipment and the location of other utility hardware, city street hardware, utility poles, street lights, traffic signals, curbs, sidewalks, medians, guide rails, pavement stops, cobblestones, and pavers. The price to cover for Items 636 SMB and 636 SMC shall also include modification of work methods due to existing concrete collars surrounding these castings.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Adjustment to utility hardware shall be paid for under the appropriate JB 636E item.

## F. References

1. JB 636E

# JB 798 - MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES

## A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities;
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities;

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 798, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

## B. Materials – N/A

## C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 798, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility crossing.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 798, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 24 inches to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

## E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, trolley conduits and main conduit), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

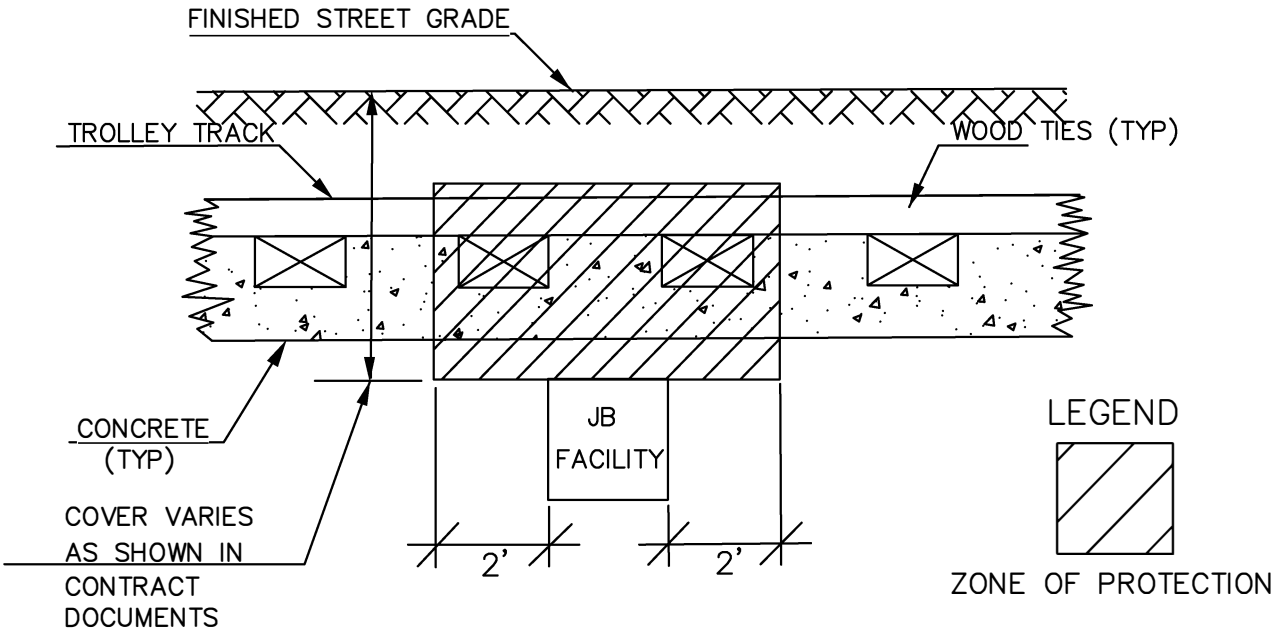
The price shall include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

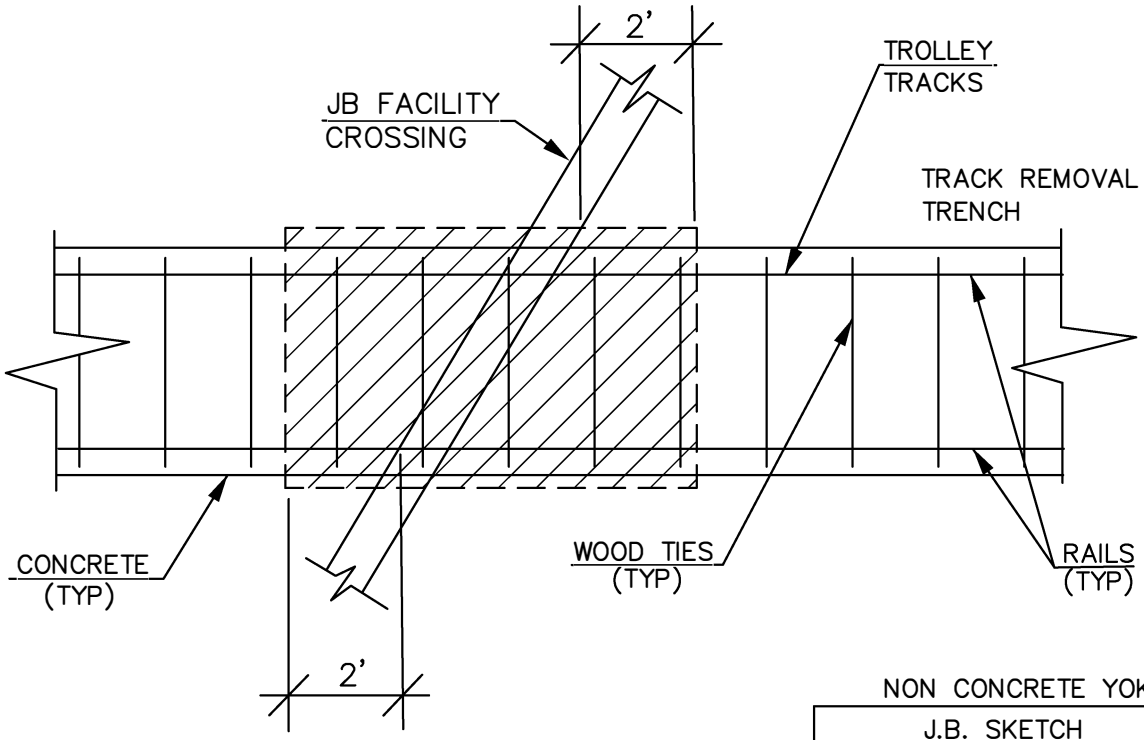
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

## F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 798




SECTION OF JB FACILITIES CROSSING TROLLEY TRACKS




PLAN OF JB FACILITIES CROSSING TROLLEY TRACKS

NON CONCRETE YOKE

J.B. SKETCH

ACCOMODATION FACILITIES CROSSING TROLLEY RAILROAD STRUCTURES

| REVISIONS | CONTRACT NO. | SKETCH NO. |
|---|---|---|
| 11/28/2018 | | JB 798 |

# JB 799 - MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

## A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities; and
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities.

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated on the Plans or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

## B. Materials – N/A

## C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated on the Plans or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility to the edge of the trolley structure.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

## E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, trolley conduits, and main conduits), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

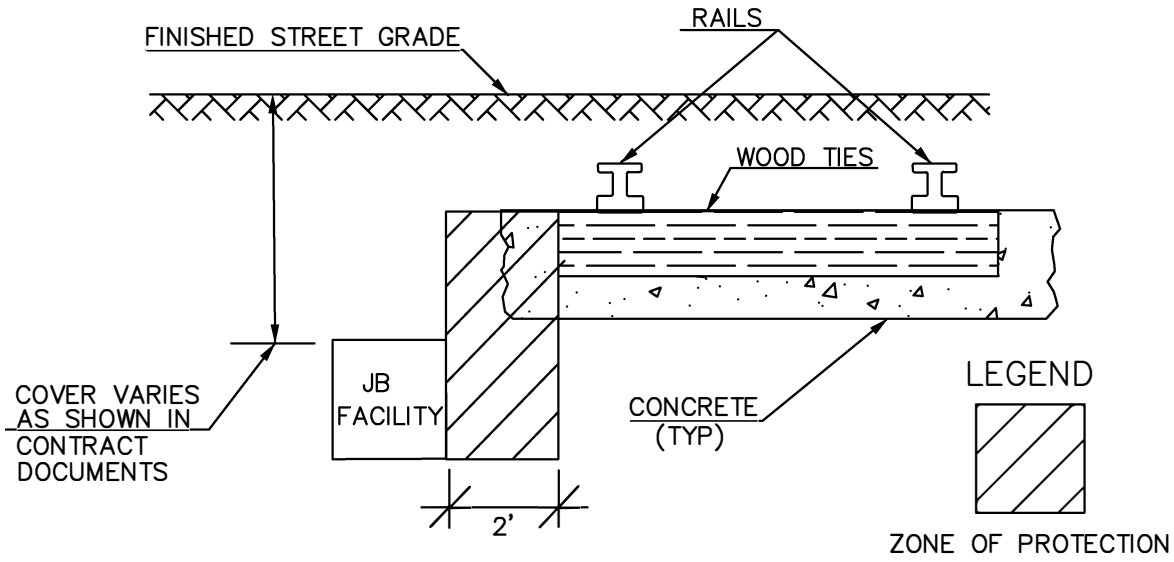
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure, and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

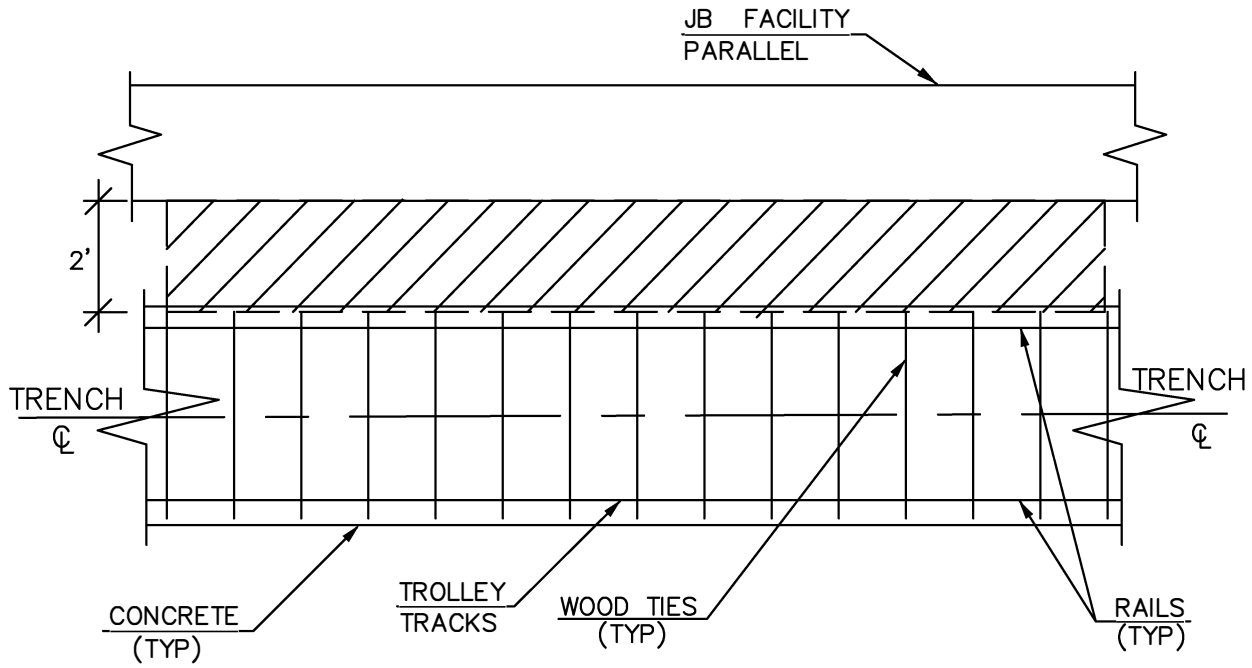
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

## F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 799




## SECTION OF JB FACILITIES PARALLELING TROLLEY TRACKS




## PLAN OF JB FACILITIES PARALLELING TROLLEY TRACKS

NON CONCRETE YOKE

| J.B. SKETCH | |
|---|---|
| ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES | |
| REVISIONS | |
| 11/28/2018 | CONTRACT NO. / SKETCH NO. JB 799 |

# JB 800 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES

## A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost Sharing Gas Facilities and
7. Steam Facilities

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 800, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

## B. Materials – N/A

## C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 800, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility crossing.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 800, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 3 feet to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

## E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

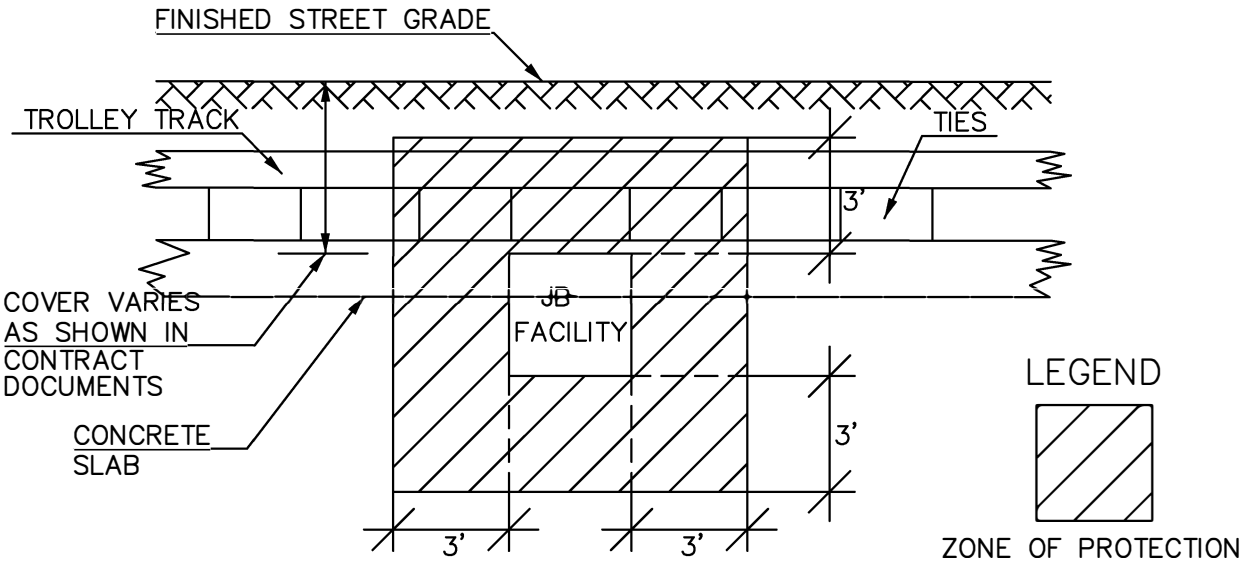
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

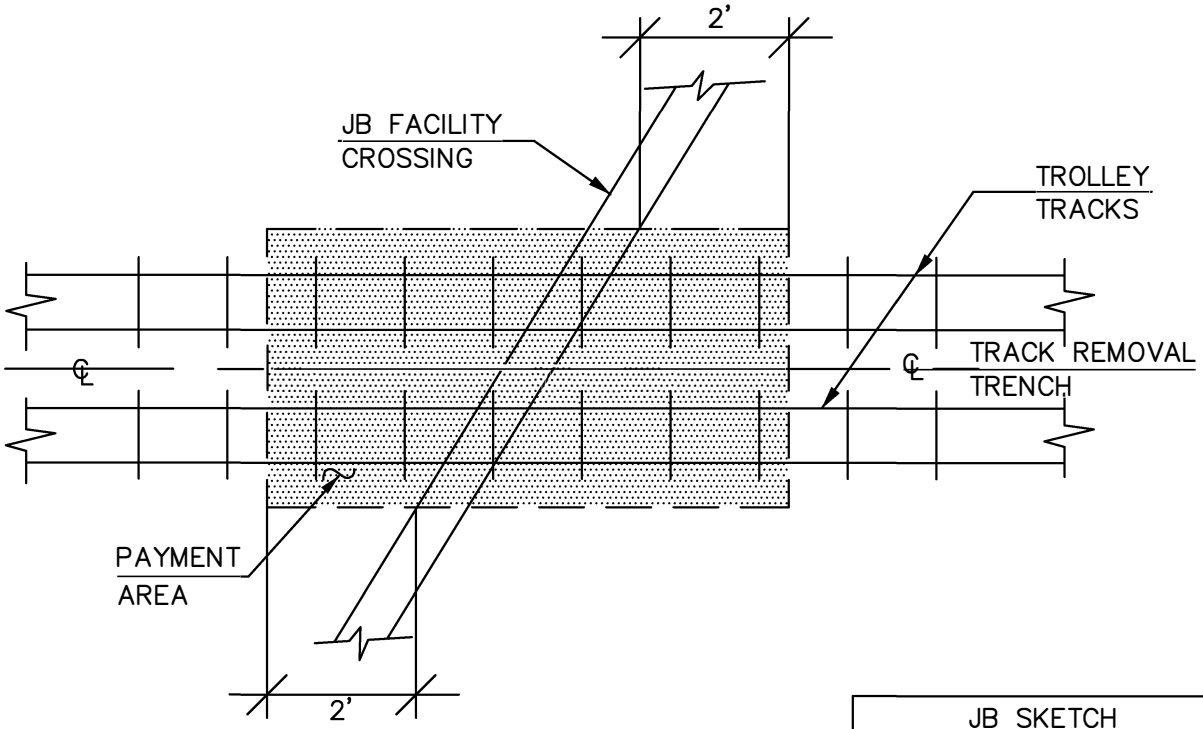
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

## F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 800




SECTION OF JB FACILITIES CROSSING TROLLEY TRACKS




PLAN OF JB FACILITIES CROSSING TROLLEY TRACKS

| JB SKETCH | |
|---|---|
| ACCOMODATION FACILITIES AT TROLLEY RAILROAD STRUCTURES | |
| CONTRACT NO. | SKETCH NO. JB 800 |

| REVISIONS |
|---|
| 11/28/2018 |

# JB 801 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

## A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost sharing gas facilities and
7. Steam facilities

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated in sketch JB 801 or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

## B. Materials – N/A

## C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated in sketch 801 or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility.

## D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

## E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

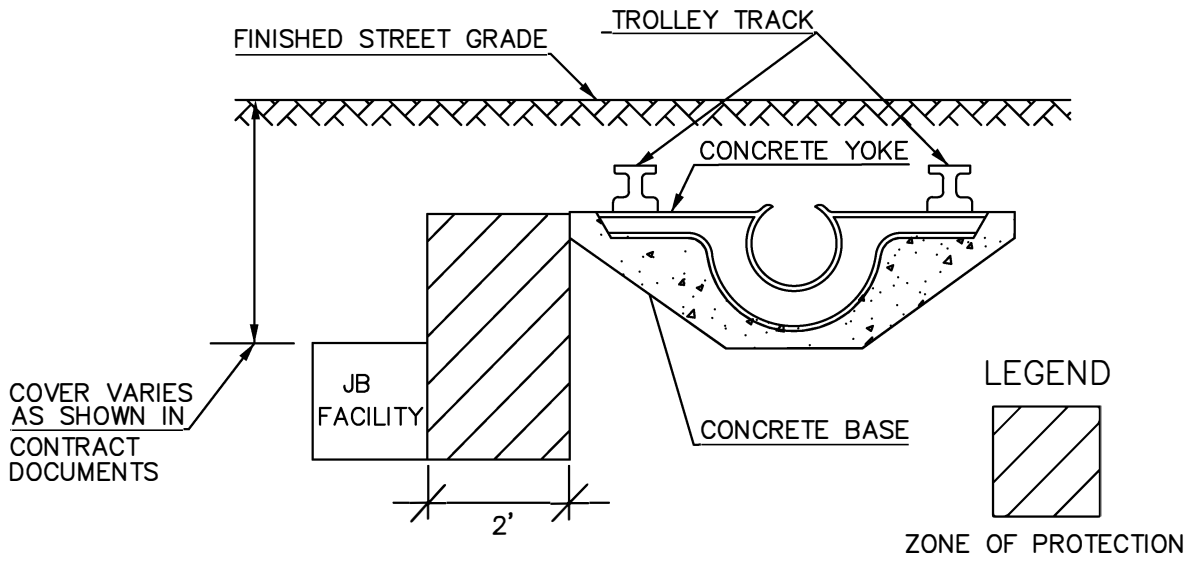
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

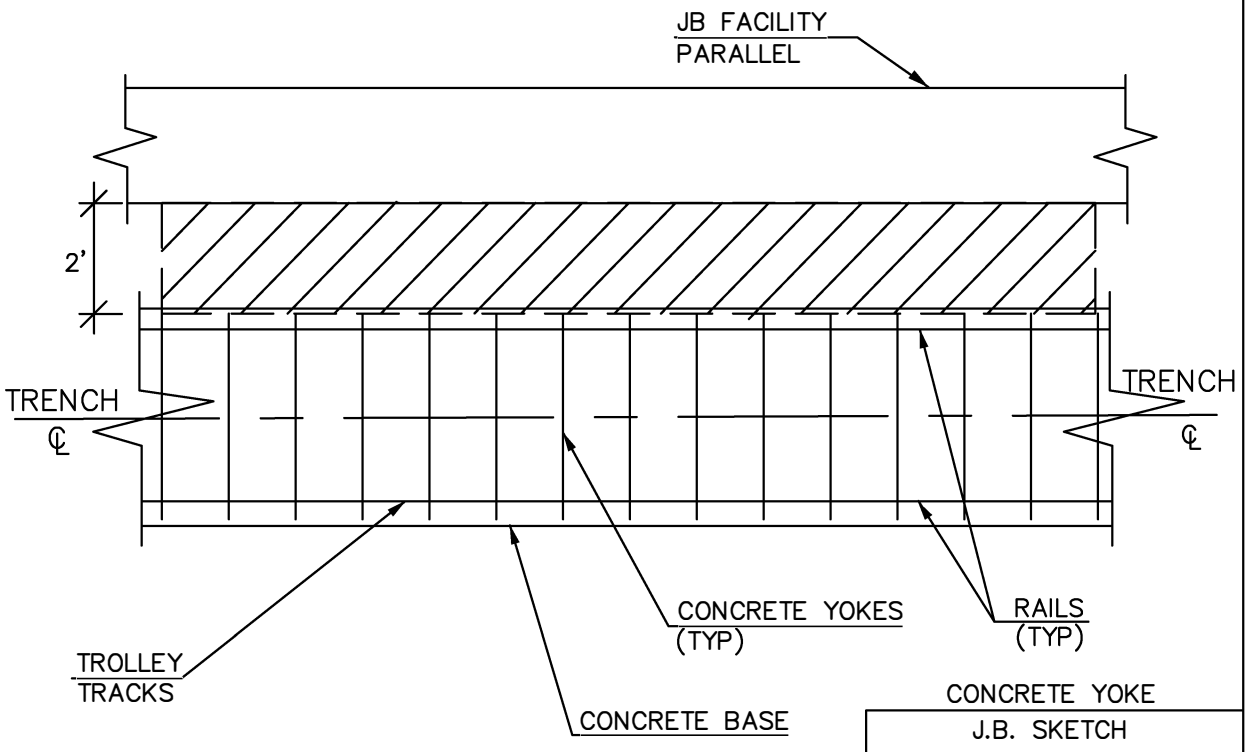
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

## F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 801




SECTION OF JB FACILITIES PARALLELING TROLLEY TRACKS




PLAN OF JB FACILITIES PARALLELING TROLLEY TRACKS

| | |
|---|---|
| J.B. SKETCH | |
| ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES | |
| REVISIONS | |
| 11/28/2018 | CONTRACT NO. / SKETCH NO. JB 801 |

**END OF JB-PAGES SECTION C**
**(NO FURTHER TEXT ON THIS PAGE)**

# SECTION D. PRIVATE UTILITIES PARTICIPATING LIST

# LISTING OF COMPANIES NAMED FOR THIS CONTRACT

**HWCSCHPBX**
SAFE ROUTES TO SCHOOLS
BOROUGH OF THE BRONX

| COMPANY NAME | CONTACT NAME | CONTACT | E-MAIL |
|---|---|---|---|
| **CON- EDISON** | **DENNIS BRADY** | **(917) 608-3435** | **BRADYD@CONED.COM** |
| **ECS/VERIZON** | **AUBREY MAKHANLALL** | **(516) 758-3705** | **AUBREY.N.MAKHANLALL@VERIZON.COM** |
| **ALTICE** | **AL CLARK** | **(718) 861-7382** | **AL.CLARK@ALTICEUSA.COM** |

**END OF JB-PAGES SECTION D**

**(NO FURTHER TEXT ON THIS PAGE)**

# SECTION E. PRIVATE UTILITIES SCOPE OF WORK

# *JOINT BID WORKSHEET*

## *HWCSCHPBX - PRELIMINARY AND FINAL DESIGN*

## *FOR SAFE ROUTES TO SCHOOLS*

**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**

**FOR CONSOLIDATED EDISON OF NEW YORK, INC.**

**BOROUGH OF THE BRONX**

| JOINT BID ITEM NUMBER | DESCRIPTION | Unit of Measure | Estimated Quantity |
|---|---|---|---|
| | | | |
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1) | EA. | 14.00 |
| JB 100.2 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2) | EA. | 5.00 |
| JB 100.3 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3) | EA. | 4.00 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) | EA. | 20.00 |
| JB 108.2 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2) | EA. | 8.00 |
| JB 108.3 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3) | EA. | 4.00 |
| JB 108.4 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4) | EA. | 1.00 |
| JB 200 | EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES | L.F. | 55.00 |
| JB 225.2A | INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES | EA. | 8.00 |
| JB 225.3A | REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EA. | 2.00 |
| JB 300.1 | SPECIAL CARE EXCAVATION & BACKFILLING IN TRENCH LESS THAN 5' DEEP | C.Y. | 15.00 |
| JB 330E | SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION | L.F. | 220.00 |
| JB 400 | TEST PITS FOR UTILITY FACILITIES | C.Y. | 100.00 |
| JB 401 | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES | C.Y. | 60.00 |
| JB 402.2A | EXIST. NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT. | L.F. | 300.00 |
| JB 403 | PLACING STEEL PROTECTION PLATES FOR UTILITIES | S.F. | 355.00 |
| JB 405.1 | TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET. | C.Y. | 102.00 |
| JB 405.2 | TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING. | C.Y. | 110.00 |
| JB 406 | EXCAVATION OF UTILITY STRUCTURES. | C.Y. | 42.00 |
| JB 450.1 | CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1) | Crhrs. | 10.00 |
| JB 450.2 | CONSTRUCTION FIELD SUPPORT - SMALL CREW (TYPE .2) | Crhrs. | 160.00 |

# *JOINT BID WORKSHEET*

## *HWCSCHPBX - PRELIMINARY AND FINAL DESIGN*

## *FOR SAFE ROUTES TO SCHOOLS*

**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**

**FOR CONSOLIDATED EDISON OF NEW YORK, INC.**

**BOROUGH OF THE BRONX**

| JOINT BID ITEM NUMBER | DESCRIPTION | Unit of Measure | Estimated Quantity |
|---|---|---|---|
| JB 450.3 | CONSTRUCTION FIELD SUPPORT - MEDIUM CREW (TYPE .3) | Crhrs. | 365.00 |
| JB 500 | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) | L.F. | 492.00 |
| JB 501 | REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES | C.Y. | 7.00 |
| JB 603E.1 | INSTALL UTILITY CONDUIT IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | 90.00 |
| JB 636 ED | ADJUSTMENT OF UTILITY HARWARE ( 30" TO UNDER 34" WIDTH ) | EA. | 7.00 |
| JB 636 R | REPAIR TO UTILITY STRUCTURES | C.Y. | 12.00 |
| JB 638 N | INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURES | C.Y. | 13.00 |
| JB 710.1 | REM. OF ABND. UTILITY STEEL/CAST IRON/PLASTIC PIPES, UP TO & INCL. 12" DIAM. PIPES | L.F. | 200.00 |
| JB 802A | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK | S.F. | 7634.00 |
| JB 802B | SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK | L.F. | 1742.00 |
| JB 803.1 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT) | L.F. | 60.00 |
| | | | |
| | | | |

**CONSOLIDATED EDISON OF NEW YORK, INC. JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**JB 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1) EA.**

At the following locations:

N/S E. 164TH STREET E/O GERARD AVENUE
W/S OF BATHGATE AVENUE, S/O E. 185TH STREET
N/S OF E. 187TH STREET, E/O THIRD AVENUE
W/S JEROME AVENUE N/O E. 196TH STREET
W/S OF CYPRESS AVENUE, N/O E. 138TH STREET
E/S OF CYPRESS AVENUE, N/O E. 138TH STREET
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
W/S ST. ANN'S AVENUE N/O E. 137TH STREET
S/S E. 137TH STREET E/O ST. ANN'S AVENUE

Total quantity for JB 100.1 = 14.00

**JB 100.2 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2) EA.**

At the following locations:

N/S E. 164TH STREET E/O GERARD AVENUE
W/S OF CYPRESS AVENUE, N/O E. 138TH STREET
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
W/S ST. ANN'S AVENUE N/O E. 137TH STREET

Total quantity for JB 100.2 = 5.00

**JB 100.3 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3) EA.**

At the following locations:

N/S OF E. 187TH STREET, E/O THIRD AVENUE
E/S OF CYPRESS AVENUE, N/O E. 138TH STREET
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
E/S ST. ANN'S AVENUE N/O E. 137TH STREET

Total quantity for JB 100.3 = 4.00

**JB 108.1 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) EA.**

At the following locations:

N/S E. 185TH STREET W/O BATHGATE AVENUE
W/S BATHGATE AVENUE S/O THIRD AVENUE
W/S JEROME AVENUE N/O E. 196TH STREET
E/S JEROME AVENUE S/O E. 196TH STREET
S/S OF E. 138TH STREET, W/O CYPRES AVENUE
W/S CYPRESS AVENUE S/O E. 138TH STREET
S/S OF 138TH STREET E/O CYPRESS AVENUE
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
N/S E. 137TH STREET W/O ST. ANN'S AVENUE
S/S E. 138TH STREET W/O ST. ANN'S AVENUE
S/S E. 138TH STREET E/O ST. ANN'S AVENUE

Total quantity for JB 108.1 = 20.00

**CONSOLIDATED EDISON OF NEW YORK, INC. JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**JB 108.2** **UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)** **EA.**

At the following locations:

S/S E. 164TH STREET W/O GERARD AVENUE
E/S JEROME AVENUE S/O E. 196TH STREET
W/S CYPRESS AVENUE S/O E. 138TH STREET
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
S/S E. 138TH STREET W/O ST. ANN'S AVENUE

Total quantity for JB 108.2 = 8.00

**JB 108.3** **UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)** **EA.**

At the following locations:

W/S OF CYPRESS AVENUE, S/O E. 138TH STREET
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
S/S E. 138TH STREET E/O ST. ANN'S AVENUE

Total quantity for JB 108.3 = 4.00

**JB 108.4** **UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4)** **EA.**

At the following locations:

N/S E. 137TH STREET E/O ST. ANN'S AVENUE

Total quantity for JB 108.4 = 1.00

**JB 200** **EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES** **L.F.**

At the following locations:

W/S OF CYPRESS AVENUE, N/O E. 138TH STREET
E/S ST. ANN'S AVENUE N/O E. 137TH STREET

Total quantity for JB 200 = 55.00

**JB 225.2A** **INSTALLATION OF CATCH BASINS WITH INTERFERENCES** **EA.**

At the following locations:

N/S E. 164TH STREET E/O GERARD AVENUE
W/S OF BATHGATE AVENUE, S/O E. 185TH STREET
N/S OF E. 187TH STREET, E/O THIRD AVENUE
W/S JEROME AVENUE N/O E. 196TH STREET
W/S OF CYPRESS AVENUE, N/O E. 138TH STREET
E/S OF CYPRESS AVENUE, N/O E. 138TH STREET
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
E/S ST. ANN'S AVENUE N/O E. 137TH STREET

Total quantity for JB 225.2A = 8.00

**CONSOLIDATED EDISON OF NEW YORK, INC. JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**JB 225.3A** **REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES** **EA.**

At the following locations:

W/S OF BATHGATE AVENUE, S/O E. 185TH STREET
N/W/C OF CYPRESS AVENUE AND E. 138TH STREET

Total quantity for JB 225.2B = 2.00

**JB 300.1** **SPECIAL CARE EXCAVATION & BACKFILLING IN TRENCH LESS THAN 5' DEEP** **C.Y.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 300.1 = 15.00

**JB 330E** **SUPPORT & PROTECTION OF UTILITY FACILITIES DURING EXCAVATION** **L.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
S/W/C OF BATHGATE AVENUE AND E. 185TH STREET

Total quantity for JB 330E = 220.00

**JB 400** **TEST PITS FOR UTILITY FACILITIES** **C.Y.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 400 = 100.00

**JB 401** **TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES** **C.Y.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 401.0 = 60.00

**JB 402.2A** **EXIST. NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.** **L.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 402.2A = 300.00

**JB 403** **PLACING STEEL PROTECTION PLATES FOR UTILITIES** **S.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 403.0 = 355.00

**CONSOLIDATED EDISON OF NEW YORK, INC. JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**JB 405.1** **TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET.** **C.Y.**

At the following locations:

N/S E. 164TH STREET E/O GERARD AVENUE
E/S OF ST. ANN'S AVENUE N/O E.137H STREET
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 405.1 = 102.00

**JB 405.2** **TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING.** **C.Y.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 405.2 = 110.00

**JB 406** **EXCAVATION FOR UTILITY STRUCTURES.** **C.Y.**

At the following locations:

N/S E. 138TH STREET, W/O ST. ANN'S AVENUE
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 406 = 42.00

**JB 450.1** **CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)** **Crhrs.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 450.1 = 10.00

**JB 450.2** **CONSTRUCTION FIELD SUPPORT - SMALL CREW (TYPE .2)** **Crhrs.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 450.2 = 160.00

**JB 450.3** **CONSTRUCTION FIELD SUPPORT - MEDIUM CREW (TYPE .3)** **Crhrs.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 450.3 = 365.00

**JB 500** **RMVL. OF ABNDND UTILITY CONDUITS NON-CONC. ENCSD** **L.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
N/S E. 164TH STREET E/O GERARD AVENUE

Total quantity for JB 500 = 492.00

**CONSOLIDATED EDISON OF NEW YORK, INC. JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**JB 501** **REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES** **C.Y.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 501.0 = 7.00

**JB 603E.1** **INSTALL UTILITY CONDUIT IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT** **L.F.**

At the following locations:

S/E/C OF CYPRESS AVENUE AND E. 138TH STREET
N/S E. 137TH STREET E/O ST. ANN'S AVENUE
NORTHEAST CORNER E. 137TH STREET E/O ST. ANN'S AVENUE
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 603E.1 = 90.00

**JB 636 ED** **ADJUSTMENT OF UTILITY HARWARE ( 30" TO UNDER 34" WIDTH )** **EA.**

At the following locations:

S/W CORNER OF GERARD AVENUE AND E. 164TH STREET
S/W/C OF CYPRESS AVENUE AND E. 138TH STREET
N/E/C OF ST. ANN'S AVENUE AND E. 138TH STREET
N/W/C OF ST. ANN'S AVENUE AND E. 138TH STREET
S/S E. 138TH STREET W/O ST. ANN'S AVENUE
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 636 ED = 7.00

**JB 636 R** **REPAIR TO UTILITY STRUCTURES** **C.Y.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
N/E/C OF ST. ANN'S AVENUE AND E. 138TH STREET
S/S E. 138TH STREET W/O ST. ANN'S AVENUE

Total quantity for JB 636 R = 12.00

**JB 638 N** **INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES** **C.Y.**

At the following locations:

N/S E. 138TH STREET, W/O ST. ANN'S AVENUE
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 638 N = 13.00

**JB 710.1** **REM. OF ABND. UTILITY STEEL/CAST IRON/PLASTIC PIPES, UP TO & INCL. 12" DIAM. PIPES** **L.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 710.1 = 200.00

**CONSOLIDATED EDISON OF NEW YORK, INC. JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**JB 802A** **SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK** **S.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE AND,
AS SHOWN ON SPECIAL CARE EXCAVATION PLAN
INTERSECTION OF GERARD AVENUE AND E. 164TH STREET

Total quantity for JB 802A = 7634.00

**JB 802B** **SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK** **L.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE AND,
AS SHOWN ON SPECIAL CARE EXCAVATION PLAN

Total quantity for JB 802B = 1742.00

**JB 803.1** **LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT)** **L.F.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 803.1 = 60.00

# CON EDISON
# UTILITY CONTRACT INCLUSION ANALYSIS
# BID ITEM ACCOMMODATION
# HWCSCHPBX - PRELIMINARY AND FINAL DESIGN
# FOR SAFE ROUTES TO SCHOOLS
# BOROUGH OF THE BRONX

| BID ITEM NUMBER | DESCRIPTION | Unit of Measure | Total QUANTITY |
|---|---|---|---|
| 4.02 AF-R | ASPHALTIC CONCRETE WEARING COURSE, 2" THICK | S.Y. | 85.00 |
| 4.02 CB | ASPHALTIC CONCRETE MIXTURE | TONS. | 12.00 |
| 4.04 H | CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH EARLY STRENGTH) | C.Y. | 14.00 |
| 60.11R606 | FURNISHING AND DELIVERING 6" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | L.F. | 30.00 |
| 60.12D06 | LAYING 6" DUCTILE IRON PIPE AND FITTINGS | L.F. | 45.00 |
| 60.13M0A24 | FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT FITTINGS 24 INCH DIAMETER AND SMALLER, INCLUDING | TONS | 1.00 |

**CON EDISON**

**UTILITY INCLUSION SCOPE OF WORK**

**BID ITEM ACCOMMODATION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**4.02 AF-R** **ASPHALTIC CONCRETE WEARING COURSE, 2" THICK** **S.Y.**

At the following locations:

AS ENCOUNTERED AND REQUIRED BY CON EDISON REPRESENTATIVE

Total quantity for 4.02 AF-R = 85.00

**4.02 CB** **ASPHALTIC CONCRETE MIXTURE** **TONS.**

At the following locations:

AS ENCOUNTERED AND REQUIRED BY CON EDISON REPRESENTATIVE

Total quantity for 4.02 CB = 12.00

**4.04 H** **CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH EARLY STRENGTH)** **C.Y.**

At the following locations:

AS ENCOUNTERED AND REQUIRED BY CON EDISON REPRESENTATIVE

Total quantity for 4.04 H = 14.00

**CON EDISON**

**UTILITY INCLUSION SCOPE OF WORK**

**BID ITEM ACCOMMODATION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**FOR SAFE ROUTES TO SCHOOLS**

**BOROUGH OF THE BRONX**

**60.11R606 FURNISHING AND DELIVERING 6" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)** **L.F.**

At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for 60.11R606 = 30.00

**60.12D06 LAYING 6" DUCTILE IRON PIPE AND FITTINGS** **L.F.**

At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for 60.12D06 = 45.00

**60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT FITTINGS 24 INCH DIAMETER AND SMALLER, INCLUDING WEDGE TYPE RETAINER GLANDS** **TONS**

At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for 60.13M0A24 = 1.00

# CON EDISON
# CITY BID SPECIALTY ITEMS ESTIMATED QUANTITES
# HWCSCHPBX - SAFE ROUTES TO SCHOOLS
# BOROUGH OF THE BRONX

| BID ITEM NUMBER | DESCRIPTION | Unit of Measure | Total QUANTITY |
|---|---|---|---|
| | | | |
| 51.21S0A1000V | STANDARD MANHOLE TYPE A-1 | EA. | 1.00 |
| 51.42S1SO | INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1 | EA. | 5.00 |
| | | | |

**CON EDISON JOINT BIDDING SCOPE OF WORK**
**CITY BID SPECIALTY ITEMS FOR INCLUSION IN**
**HWCSCHPBX - FOR SAFE ROUTES TO SCHOOLS**
**BOROUGH OF THE BRONX**

**51.21S0A1000V STANDARD MANHOLE TYPE A-1** **EA.**

At the following locations:
INTERSECTION OF ST. ANN'S AVENUE AND E. 138TH STREET

Total quantity for 51.21S0A1000V = 1.00

**51.42S1SO INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1** **EA.**

At the following locations:

N/S OF E. 164TH STREET, E/O GERARD AVENUE
N/S OF E. 187TH STREET, E/O THIRD AVENUE
W/S OF CYPRESS AVENUE, N/O E. 138TH STREET
N/S E. 137TH STREET, E/O ST. ANN'S AVENUE
E/S OF ST. ANN'S AVENUE, N/O E. 137TH STREET

Total quantity for 51.42S1SO = 5.00

# *JOINT BID WORKSHEET*

## *HWCSCHPBX - PRELIMINARY AND FINAL DESIGN*

## *BOROUGH OF THE BRONX*

**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**

**FOR EMPIRE CITY SUBWAY**

| JOINT BID ITEM NUMBER | DESCRIPTION | Unit of Measure | Estimated Quantity |
|---|---|---|---|
| | | | |
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1) | EA. | 5 |
| JB 100.2 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2) | EA. | 4 |
| JB 100.3 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3) | EA. | 3 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) | EA. | 12 |
| JB 108.2 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2) | EA. | 8 |
| JB 108.3 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3) | EA. | 3 |
| JB 225.1A | INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EA. | 3 |
| JB 225.2A | INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES | EA. | 5 |
| JB 225.3A | REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EA. | 4 |
| JB 300.1 | SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP | C.Y. | 35 |
| JB 330T1 | SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH | L.F. | 122 |
| JB 330T2.1 | COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED | L.F. | 50 |
| JB 330T2.2 | COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED | L.F. | 50 |
| JB 351T | INSTALL AND REMOVE "A" FRAME ON UTILITY POLES | EACH | 2 |
| JB 400 | TEST PITS FOR UTILITY FACILITIES | C.Y. | 30 |
| JB 401 | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES | C.Y. | 485 |
| JB 402T.1A | EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | 200 |
| JB 402T.2A | EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | 3305 |
| JB 402T.V1A | EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | 100 |

# *JOINT BID WORKSHEET*

## *HWCSCHPBX - PRELIMINARY AND FINAL DESIGN*

## *BOROUGH OF THE BRONX*

**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**

**FOR EMPIRE CITY SUBWAY**

| JOINT BID ITEM NUMBER | DESCRIPTION | Unit of Measure | Estimated Quantity |
|---|---|---|---|
| | | | |
| JB 402T.V2A | EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | 815 |
| JB 403T.1 | FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITY FACILITIES (1/4" THICK) | S.F. | 250 |
| JB 500 | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) | L.F. | 68 |
| JB 636 EG | ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH) | EACH | 5 |
| JB 638 NT | INSTALLATION OF FIELD CONSTRUCTED TELEPHONE UTILITY STRUCTURE | C.Y. | 12 |
| JB 638 RT | BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE CABLES | C.Y. | 12 |
| JB 700 | SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER | C.Y. | 187 |
| JB 802A | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK | S.F. | 355 |
| JB 802B | SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK | L.F. | 292 |
| JB 803.2 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY) | L.F. | 100 |

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**BOROUGH OF THE BRONX**

**JB 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1) EA.**

At the following locations:

| | |
|---|---|
| E/S OF CYPRESS AVENUE, N/O EAST 138TH STREET | 1 |
| S/S OF EAST 137TH STREET, E/O ST. ANN'S AVENUE | 1 |
| AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 3 |

Total quantity for JB 100.1 = 5

**JB 100.2 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2) EA.**

At the following locations:

| | |
|---|---|
| W/S OF WASHINGTON AVENUE, S/O EAST 183RD STREET | 1 |
| W/S OF ST. ANN'S AVENUE, N/O EAST 137TH STREET | 1 |
| N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 1 |
| AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 1 |

Total quantity for JB 100.2 = 4

**JB 100.3 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3) EA.**

At the following locations:

| | |
|---|---|
| AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 3 |

Total quantity for JB 100.3 = 3

**JB 108.1 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) EA.**

At the following locations:

| | |
|---|---|
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 1 |
| INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 1 |
| INT. OF EAST 137TH STREET AND ST. ANN'S AVENUE | 2 |
| W/S OF ANN'S AVENUE, N/O EAST 137TH STREET | 1 |
| S/S OF EAST 138TH STREET, W/O ST ANN'S AVENUE | 1 |
| S/S OF EAST 138TH STREET, E/O ST ANN'S AVENUE | 2 |
| INT. OF EAST 138TH STREET AND ST ANN'S AVENUE | 2 |
| AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 2 |

Total quantity for JB 108.1 = 12

**JB 108.2 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2) EA.**

At the following locations:

| | |
|---|---|
| S/S OF EAST 138TH STREET, W/O CYPRESS AVENUE | 1 |
| INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 2 |
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 1 |
| INT. OF EAST 138TH STREET AND ST ANN'S AVENUE | 1 |
| INT. OF EAST 137TH STREET AND ST. ANN'S AVENUE | 1 |
| AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 2 |

Total quantity for JB 108.2 = 8

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**
**SUPPORT & PROTECTION**
**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**
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| | | |
|---|---|---|
| **JB 108.3** | **UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)** | **EA.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 108.3 = 3 | |
| **JB 225.1A** | **INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES** | **EA.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 225.1A = 3 | |
| **JB 225.2A** | **INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES** | **EA.** |
| | At the following locations: | |
| | S/S OF EAST 137TH STREET, E/O ST. ANN'S AVENUE | 1 |
| | W/S OF ST. ANN'S AVENUE, N/O EAST 137TH STREET | 1 |
| | N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 1 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 2 |
| | Total quantity for JB 225.2A = 5 | |
| **JB 225.3A** | **REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES** | **EA.** |
| | At the following locations: | |
| | N/E/C OF EAST 164TH STREET AND GERARD AVENUE | 1 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 225.3A = 4 | |
| **JB 300.1** | **SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP** | **C.Y.** |
| | At the following locations: | |
| | S/S OF EAST 138TH STREET, W/O CYPRESS AVENUE | 5 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 30 |
| | Total quantity for JB 300.1 = 35 | |
| **JB 330T1** | **SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH** | **L.F.** |
| | At the following locations: | |
| | S/S OF EAST 138TH STREET, W/O ST ANN'S AVENUE | 35 |
| | S/S OF EAST 138TH STREET, E/O ST ANN'S AVENUE | 22 |
| | W/S OF ST ANN'S AVENUE, S/O E. 138TH STREET | 15 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 50 |
| | Total quantity for JB 330T1 = 122 | |

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**
**SUPPORT & PROTECTION**
**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**
**BOROUGH OF THE BRONX**

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|---|---|---|
| **JB 330T2.1** | **COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED** | **L.F.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 50 |
| | Total quantity for JB 330T2.1 = 50 | |
| **JB 330T2.2** | **COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED** | **L.F.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 50 |
| | Total quantity for JB 330T2.2 = 50 | |
| **JB 351T** | **INSTALL AND REMOVE "A" FRAME ON UTILITY POLES** | **EACH** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 2 |
| | Total quantity for JB 351T = 2 | |
| **JB 400** | **TEST PITS FOR UTILITY FACILITIES** | **C.Y.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 30 |
| | Total quantity for JB 400 = 30 | |
| **JB 401** | **TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES** | **C.Y.** |
| | At the following locations: | |
| | INT. OF EAST 138TH STREET AND ST CYPRESS AVENUE | 40 |
| | S/S OF EAST 138TH STREET, W/O OF CYPRESS AVENUE | 46 |
| | S/S OF EAT 138TH STREET, E/O CYPRESS AVENUE | 52 |
| | S/S OF EAST 137TH STREET, E/O ST. ANN'S AVENUE | 9 |
| | W/S OF ST. ANN'S AVENUE, N/O EAST 137TH STREET | 51 |
| | INT. OF EAST 138TH STREET AND ST ANN'S AVENUE | 18 |
| | W/S OF ST. ANN'S AVENUE, N/O E. 138TH STREET | 80 |
| | N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 40 |
| | INT. OF EAST 196TH STREET AND JEROME AVENUE | 49 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 100 |
| | Total quantity for JB 401 = 485 | |
| **JB 402T.1A** | **EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT** | **L.F.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 402T.1A = 200 | |

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**

**SUPPORT & PROTECTION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**BOROUGH OF THE BRONX**

| | | |
|---|---|---|
| **JB 402T.2A** | **EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT** | **L.F.** |
| | At the following locations: | |
| | W/S OF ST. ANN'S AVENUE, N/O EAST 137TH STREET | 225 |
| | INT. OF EAST 138TH STREET AND ST CYPRESS AVENUE | 350 |
| | S/S OF EAST 138TH STREET, W/O OF CYPRESS AVENUE | 400 |
| | S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 360 |
| | S/S OF EAST 137TH STREET, E/O ST. ANN'S AVENUE | 20 |
| | W/S OF ST. ANN'S AVENUE, N/O EAST 137TH STREET | 490 |
| | INT. OF EAST 138TH STREET AND ST ANN'S AVENUE | 125 |
| | W/S OF ST. ANN'S AVENUE, N/O E. 138TH STREET | 600 |
| | N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 225 |
| | INT. OF EAST 196TH STREET AND JEROME AVENUE | 110 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 400 |
| | Total quantity for JB 402T.2A = 3305 | |
| **JB 402T.V1A** | **EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT** | **L.F.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 100 |
| | Total quantity for JB 402T.V1A = 100 | |
| **JB 402T.V2A** | **EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT** | **L.F.** |
| | At the following locations: | |
| | W/S OF ST. ANN'S AVENUE, N/O EAST 137TH STREET | 45 |
| | INT. OF EAST 138TH STREET AND ST CYPRESS AVENUE | 70 |
| | S/S OF EAST 138TH STREET, W/O OF CYPRESS AVENUE | 80 |
| | S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 90 |
| | W/S OF ST. ANN'S AVENUE, N/O EAST 137TH STREET | 140 |
| | INT. OF EAST 138TH STREET AND ST ANN'S AVENUE | 25 |
| | W/S OF ST. ANN'S AVENUE, N/O E. 138TH STREET | 120 |
| | N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 45 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 402T.V2A = 815 | |
| **JB 403T.1** | **FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITY FACILITIES (1/4" THICK)** | **S.F.** |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 250 |
| | Total quantity for JB 403T.1 = 250 | |

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**
**SUPPORT & PROTECTION**
**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**
**BOROUGH OF THE BRONX**

| | | |
|---|---|---|
| **JB 500** | **REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)** | **L.F.** |
| | At the following locations: | |
| | INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 5 |
| | W/S OF ST. ANN'S AVENUE, S/O EAST 138TH STREET | 11 |
| | S/S OF EAST 138TH STREET, E/O ST ANN'S AVENUE | 22 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 30 |
| | Total quantity for JB 500 = 68 | |
| **JB 636 EG** | **ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)** | **EACH** |
| | At the following locations: | |
| | S/E/C OF CYPRESS AVENUE AND EAST 138TH STREET | 1 |
| | S/W/C OF EAST 138TH STREET AND ST ANN'S AVENUE | 1 |
| | N/E/C OF EAST 164TH STREET AND GERALD AVENUE | 1 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 2 |
| | Total quantity for JB 636 EG = 5 | |
| **JB 638 NT** | **INSTALLATION OF FIELD CONSTRUCTED TELEPHONE UTILITY STRUCTURE** | **C.Y.** |
| | At the following locations: | |
| | S/E/C OF CYPRESS AVENUE AND EAST 138TH STREET | 2 |
| | S/W/C OF EAST 138TH STREET AND ST ANN'S AVENUE | 2 |
| | N/E/C OF EAST 164TH STREET AND GERALD AVENUE | 2 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 6 |
| | Total quantity for JB 638 NT = 12 | |
| **JB 638 RT** | **BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE CABLES** | **C.Y.** |
| | At the following locations: | |
| | S/E/C OF CYPRESS AVENUE AND EAST 138TH STREET | 2 |
| | S/W/C OF EAST 138TH STREET AND ST ANN'S AVENUE | 2 |
| | N/E/C OF EAST 164TH STREET AND GERALD AVENUE | 2 |
| | AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 6 |
| | Total quantity for JB 638 RT = 12 | |
| **JB 700** | **SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER** | **C.Y.** |
| | At the following locations: | |
| | S/E/C OF CYPRESS AVENUE AND EAST 138TH STREET | 26 |
| | N/W/C OF CYPRESS AVENUE AND EAST 138TH STREET | 3 |
| | S/W/C OF EAST 137TH STREET AND ST. ANN'S AVENUE AVENUE | 14 |
| | S/E/C OF EAST 137TH STREET AND ST. ANN'S AVENUE AVENUE | 14 |
| | S/W/C OF ST. ANN'S AVENUE AND EAST 138TH STREET | 31 |
| | S/E/C OF ST. ANN'S AVENUE AND EAST 138TH STREET | 3 |

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**
**SUPPORT & PROTECTION**
**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**
**BOROUGH OF THE BRONX**

| | |
|---|---|
| N/E/C OF EAST 164TH STREET AND GERALD AVENUE | 19 |
| S/W/C OF EAST 164TH STREET AND GERALD AVENUE | 1 |
| N/E/C OF EAST 196TH STREET AND JEROME AVENUE | 23 |
| INT. OF EAST 196TH STREET AND JEROME AVENUE | 33 |
| AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 20 |

Total quantity for JB 700 = 187

**JB 802A** **SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK** **S.F.**

At the following locations:

| | |
|---|---|
| S/E/C OF EAST 138TH STREET AND CYPRESS AVENUE | 124 |
| N/W/C OF EAST 138TH STREET AND CYPRESS AVENUE | 6 |
| S/W/C OF ST ANN'S AVENUE AND EAST 137TH STREET | 63 |
| S/E/C OF ST ANN'S AVENUE AND EAST 137TH STREET | 9 |
| S/E/C OF EAST 138TH STREET AND ST ANN'S AVENUE | 29 |
| S/W/C OF EAST 164TH STREET AND GERARD AVENUE | 40 |
| N/E/C OF JEROME AVENUE AND EAST 196TH STREET | 6 |
| INT. OF JEROME AVENUE AND EAST 196TH STREET | 78 |

Total quantity for JB 802A = 355

**JB 802B** **SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK** **L.F.**

At the following locations:

| | |
|---|---|
| S/E/C OF EAST 138TH STREET AND CYPRESS AVENUE | 61 |
| N/W/C OF EAST 138TH STREET AND CYPRESS AVENUE | 6 |
| S/W/C OF ST ANN'S AVENUE AND EAST 137TH STREET | 30 |
| S/E/C OF ST ANN'S AVENUE AND EAST 137TH STREET | 6 |
| S/E/C OF E. 137TH STREET AND ST. ANN'S AVENUE | 6 |
| S/W/C OF ST ANN'S AVENUE AND EAST 137TH STREET | 30 |
| S/E/C OF EAST 138TH STREET AND ST ANN'S AVENUE | 12 |
| S/W/C OF ST. ANN'S AVE AND E. 138TH STREET | 68 |
| N/E/C OF EAST 164TH STREET AND GERARD AVENUE | 36 |
| S/W/C OF EAST 164TH STREET AND GERARD AVENUE | 6 |
| N/E/C OF JEROME AVENUE AND EAST 196TH STREET | 6 |
| INT. OF JEROME AVENUE AND EAST 196TH STREET | 25 |

Total quantity for JB 802B = 292

**JB 803.2** **LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)** **L.F.**

At the following locations:

| | |
|---|---|
| AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE | 100 |

Total quantity for JB 803.2 = 100

# *UTILITY CONTRACT INCLUSION ANALYSIS*
## *BID ITEM ACCOMMODATION*
### *HWCSCHPBX - PRELIMINARY AND FINAL DESIGN*
### *BOROUGH OF THE BRONX*
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**
**FOR EMPIRE CITY SUBWAY**

| CET ITEM NUMBER | DESCRIPTION | Unit of Measure | Estimated Quantity |
|---|---|---|---|
| | | | |
| 4.02 AF-R | ASPHALTIC CONCRETE WEARING COURSE, 2" THICK | S.Y. | 260 |
| 4.02 CB | ASPHALTIC CONCRETE MIXTURE | TONS. | 44 |
| 4.04 H | CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS, FOR TRENCH RESTORATION (HIGH EARLY STRENGTH) | C.Y. | 64 |
| 4.13 AAS | 4" CONCRETE SIDEWALK (UNPIGMENTED) | S.F. | 192 |
| 6.55 | SAWCUTTING EXISTING PAVEMENT | L.F. | 790 |
| 70.81CB | CLEAN BACKFILL | C.Y. | 290 |

**EMPIRE CITY SUBWAY**

**UTILITY INCLUSION SCOPE OF WORK**

**BID ITEM ACCOMMODATION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**BOROUGH OF THE BRONX**

**4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK** **S.Y.**

At the following locations:

| | |
|---|---|
| INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 25 |
| S/S OF EAST 138TH STREET, W/O CYPRESS AVENUE | 29 |
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 31 |
| W/S OF ST. ANN'S AVENUE, N/O E. 137TH STREET | 41 |
| S/S OF E. 137TH STREET, E/O ST. ANN'S AVENUE | 8 |
| INT. OF ST. ANN'S AVENUE AND E. 138TH STREET | 13 |
| W/S OF ST. ANN'S AVENUE N/O E. 138TH STREET | 53 |
| N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 27 |
| INT. OF JEROME STREET AND E. 196TH STREET | 33 |

Total quantity for 4.02 AF-R = 260

**4.02 CB ASPHALTIC CONCRETE MIXTURE** **TONS.**

At the following locations:

| | |
|---|---|
| INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 4 |
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 5 |
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 5 |
| W/S OF ST. ANN'S AVENUE, N/O E. 137TH STREET | 9 |
| S/S OF E. 137TH STREET, E/O ST. ANN'S AVENUE | 1 |
| INT. OF ST. ANN'S AVENUE AND E. 138TH STREET | 2 |
| W/S OF ST. ANN'S AVENUE N/O E. 138TH STREET | 9 |
| N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 4 |
| INT. OF JEROME STREET AND E. 196TH STREET | 5 |

Total quantity for 4.02 CB = 44

**4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS, FOR TRENCH RESTORATION (HIGH EARLY STRENGTH)** **C.Y.**

At the following locations:

| | |
|---|---|
| INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 6 |
| S/S OF EAST 138TH STREET, W/O CYPRESS AVENUE | 7 |
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 8 |
| W/S OF ST. ANN'S AVENUE, N/O E. 137TH STREET | 10 |
| S/S OF E. 137TH STREET, E/O ST. ANN'S AVENUE | 2 |
| INT. OF ST. ANN'S AVENUE AND E. 138TH STREET | 3 |
| W/S OF ST. ANN'S AVENUE N/O E. 138TH STREET | 13 |
| N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 7 |
| INT. OF JEROME STREET AND E. 196TH STREET | 8 |

Total quantity for 4.04 H = 64

**4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)** **S.F.**

At the following locations:

| | |
|---|---|
| S/S OF E. 137TH STREET, E/O ST. ANN'S AVENUE | 48 |
| INT. OF JEROME STREET AND E. 196TH STREET | 144 |

Total quantity for 4.13 AAS = 192

**EMPIRE CITY SUBWAY**

**UTILITY INCLUSION SCOPE OF WORK**

**BID ITEM ACCOMMODATION**

**HWCSCHPBX - PRELIMINARY AND FINAL DESIGN**

**BOROUGH OF THE BRONX**

**6.55 SAWCUTTING EXISTING PAVEMENT** **L.F.**

At the following locations:

| | |
|---|---|
| INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 70 |
| S/S OF EAST 138TH STREET, W/O CYPRESS AVENUE | 80 |
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 90 |
| W/S OF ST. ANN'S AVENUE, N/O E. 137TH STREET | 140 |
| S/S OF E. 137TH STREET, E/O ST. ANN'S AVENUE | 40 |
| INT. OF ST. ANN'S AVENUE AND E. 138TH STREET | 50 |
| W/S OF ST. ANN'S AVENUE N/O E. 138TH STREET | 120 |
| N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 90 |
| INT. OF JEROME STREET AND E. 196TH STREET | 110 |

Total quantity for 6.55 = 790

**70.81CB CLEAN BACKFILL** **C.Y.**

At the following locations:

| | |
|---|---|
| INT. OF EAST 138TH STREET AND CYPRESS AVENUE | 32 |
| S/S OF EAST 138TH STREET, W/O CYPRESS AVENUE | 36 |
| S/S OF EAST 138TH STREET, E/O CYPRESS AVENUE | 42 |
| W/S OF ST. ANN'S AVENUE, N/O E. 137TH STREET | 37 |
| S/S OF E. 137TH STREET, E/O ST. ANN'S AVENUE | 4 |
| INT. OF ST. ANN'S AVENUE AND E. 138TH STREET | 13 |
| W/S OF ST. ANN'S AVENUE N/O E. 138TH STREET | 62 |
| N/S OF EAST 164TH STREET, E/O GERARD AVENUE | 31 |
| INT. OF JEROME STREET AND E. 196TH STREET | 33 |

Total quantity for 70.81CB = 290

**ALTICE** **Dec-21**

# HWCSCHPBX
## Borough of The Bronx
### Schedule JB: Estimated Quantities for Joint Bid Items

| ITEM | DESCRIPTION | UNITS | ESTIMATED QUANTITY |
|---|---|---|---|
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PITS (TYPE .1) | EA | 2 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1) | EA | 2 |
| JB 300.2 | SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP | CY | 2 |
| JB 330T1 | SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATIONS FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH | LF | 342 |
| JB 636 EE | ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH) | EA | 1 |
| JB 700 | SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER | CY | 23 |
| JB 802A | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK | SF | 60 |
| JB 802B | SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK | LF | 4 |

**ALTICE** **Dec-21**

# HWCSCHPBX
## Borough of The Bronx
### Schedule JB: Scope of Work for Joint Bid Items

**JB 100.1**

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .1)**

AS DIRECTED BY ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(EA) |
|---|---|
| E. 138TH STREET AND CYPRESS AVE [C5] | 1 |
| GERARD AVE AND E. 164TH STREET [C8] | 1 |

**JB 100.1** **TOTAL** **2**

**JB 108.1**

**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)**

AS DIRECTED BY AN ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(EA) |
|---|---|
| E. 138TH STREET AND CYPRESS AVE [C5] | 1 |
| E. 137TH STREET AND ST. ANN'S AVE [C6] | 1 |

**JB 108.1** **TOTAL** **2**

**JB 300.2**

**SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP**

AS DIRECTED BY AN ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(CY) |
|---|---|
| GERARD AVE AND E. 164TH STREET [C8] | 2 |

**JB 300.2** **TOTAL** **2**

**JB 330T1**

**SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH**

AS DIRECTED BY AN ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(LF) |
|---|---|
| E. 138TH STREET AND CYPRESS AVE [C5] | 180 |
| E. 137TH STREET AND ST. ANN'S AVE [C6] | 152 |
| GERARD AVE AND E. 164TH STREET [C8] | 10 |

**JB 330T1** **TOTAL** **342**

**ALTICE** **Dec-21**

# HWCSCHPBX
# Borough of The Bronx
## Schedule JB: Scope of Work for Joint Bid Items

**JB 636 EE**
**ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)**

AS DIRECTED BY AN ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(EA) |
|---|---|
| E. 138TH STREET AND ST. ANN'S AVE [C7] | 1 |

**JB 636 EE** **TOTAL** **1**

**JB 700**
**SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER**

AS DIRECTED BY AN ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(CY) |
|---|---|
| E. 138TH STREET AND CYPRESS AVE [C5] | 7 |
| E. 138TH STREET AND ST. ANN'S AVE [C7] | 7 |
| GERARD AVE AND E. 164TH STREET [C8] | 9 |

**JB 700** **TOTAL** **23**

**JB 802A**
**SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK**

AS DIRECTED BY AN ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(SF) |
|---|---|
| E. 138TH STREET AND ST. ANN'S AVE [C7] | 60 |

**JB 802A** **TOTAL** **60**

**JB 802B**
**SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK**

AS DIRECTED BY AN ALTICE REPRESENTATIVE @ THE FOLLOWING LOCATIONS

| | QTY(LF) |
|---|---|
| E. 138TH STREET AND ST. ANN'S AVE [C7] | 4 |

**JB 802B** **TOTAL** **4**

**END OF JB-PAGES SECTION E**
**(NO FURTHER TEXT ON THIS PAGE)**

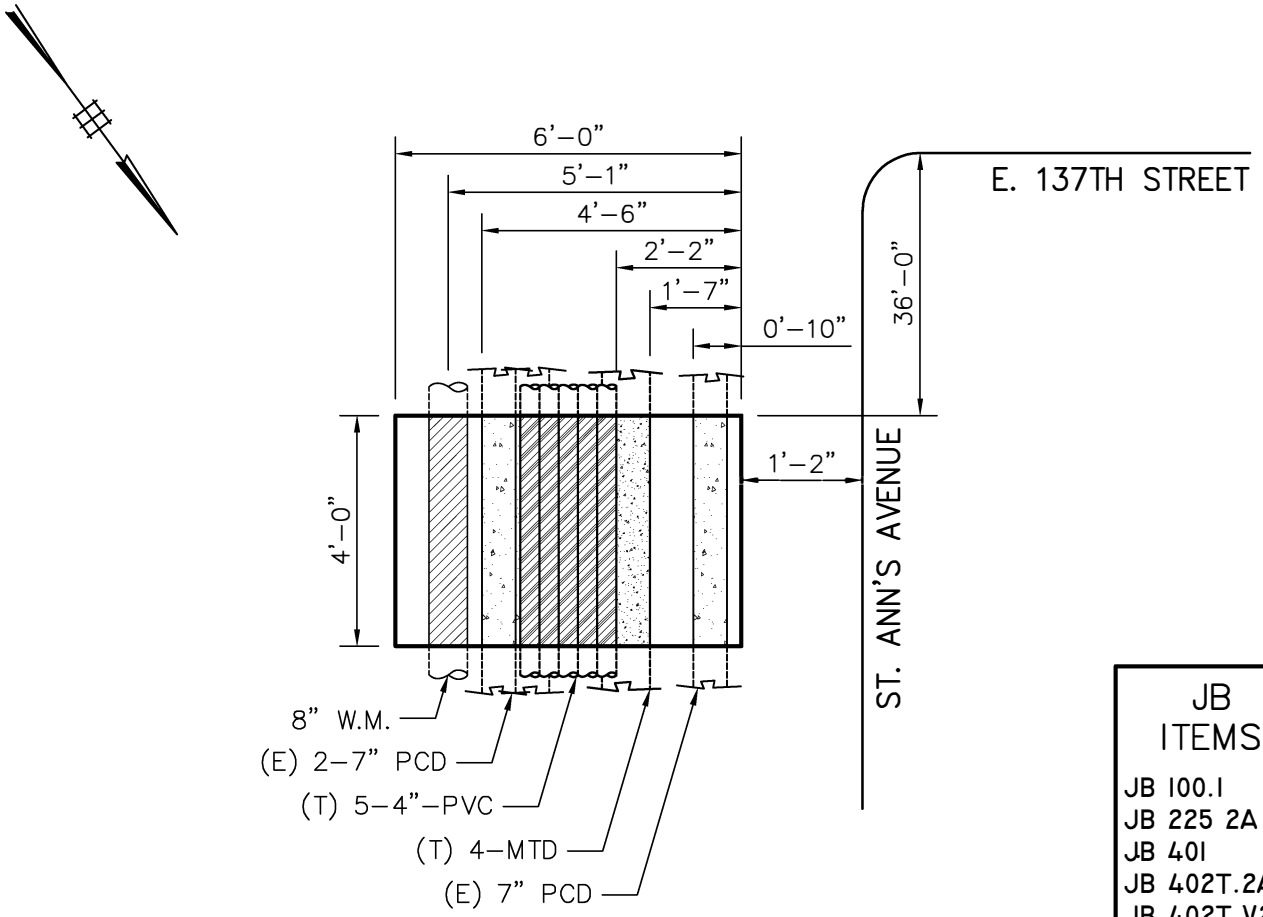
# SECTION F. PRIVATE UTILITIES TEST PITS AND SKETCHES

EMPIRE CITY SUBWAY CO/LTD
A Verizon Company

**JOB NO.:** HWCSCHPBX
**JOB:** SAFE ROUTES TO SCHOOLS THE BRONX

**TEST PIT #:** 3
**TP DATE:** 07-31-19
**INSPECTOR:** RD

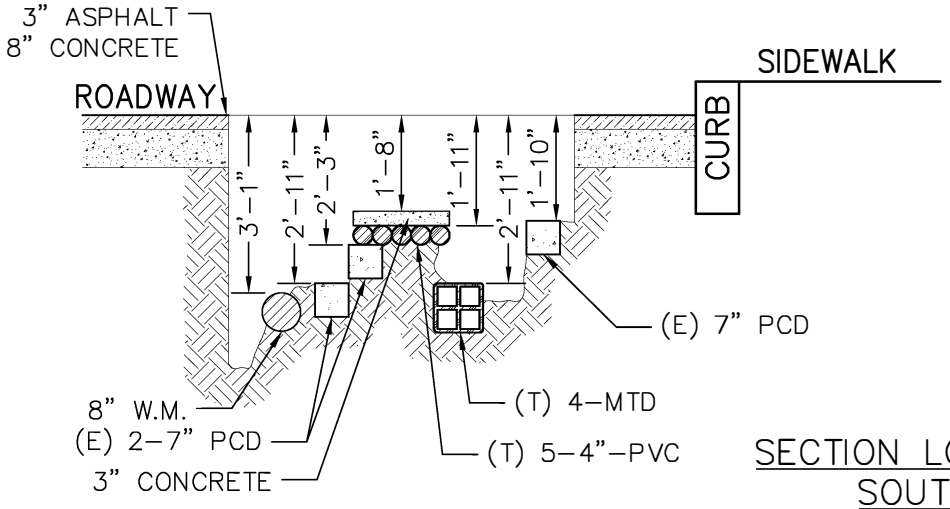
**LOCATION:** W/S OF ST. ANN'S AVENUE, N/O E. 137TH STREET
**PURPOSE:** LOCATE EXISTING UNDERGROUND FACILITIES
**DIMENSION:** 6'-0"X4'-0"X3'-0" **VOLUME:** 2.7 CY **SHEET NO.** 1 **OF** 1




PLAN

JB ITEMS
JB 100.1
JB 225 2A
JB 401
JB 402T.2A
JB 402T.V2A

**NOTE:**
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.



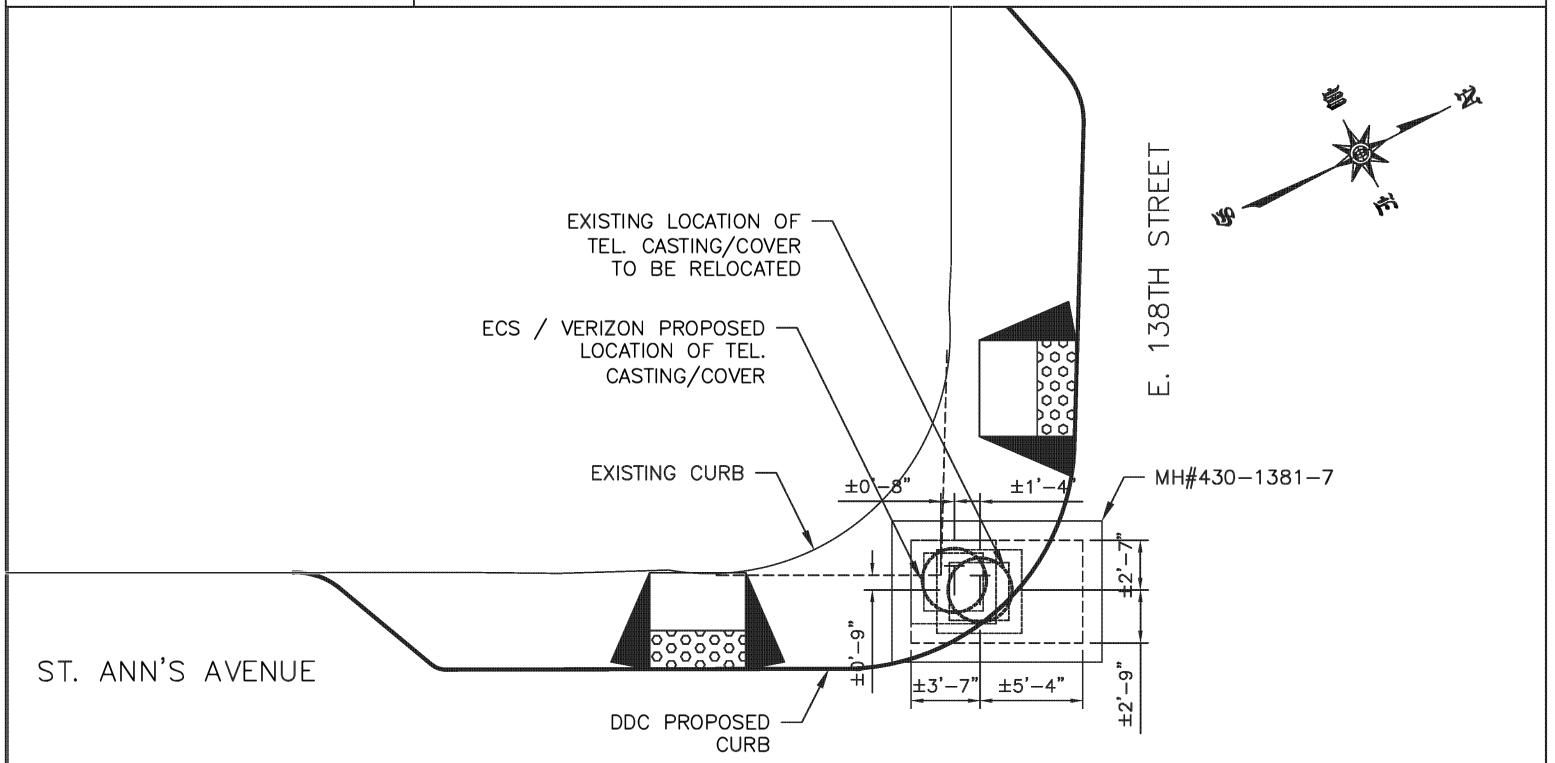

SECTION LOOKING SOUTH

EMPIRE CITY SUBWAY CO/LTD
A Verizon Company

SHEET NO. 1 OF 3

JOB: SAFE ROUTES TO SCHOOLS — PREPARED BY: RD — DATE: 08/06/2019
THE BRONX — CHECKED BY: PM — DATE: 08/07/2019
JOB NO: HWCSCHPBX

LOCATION: ST. ANN'S AVENUE AND E. 138TH STREET




NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECTION WORK ARE FOR REFERENCE ONLY.

LOCATION OF EXISTING TELEPHONE MANHOLE CASTING – PLAN

N.T.S.

SK#1

JB-F3

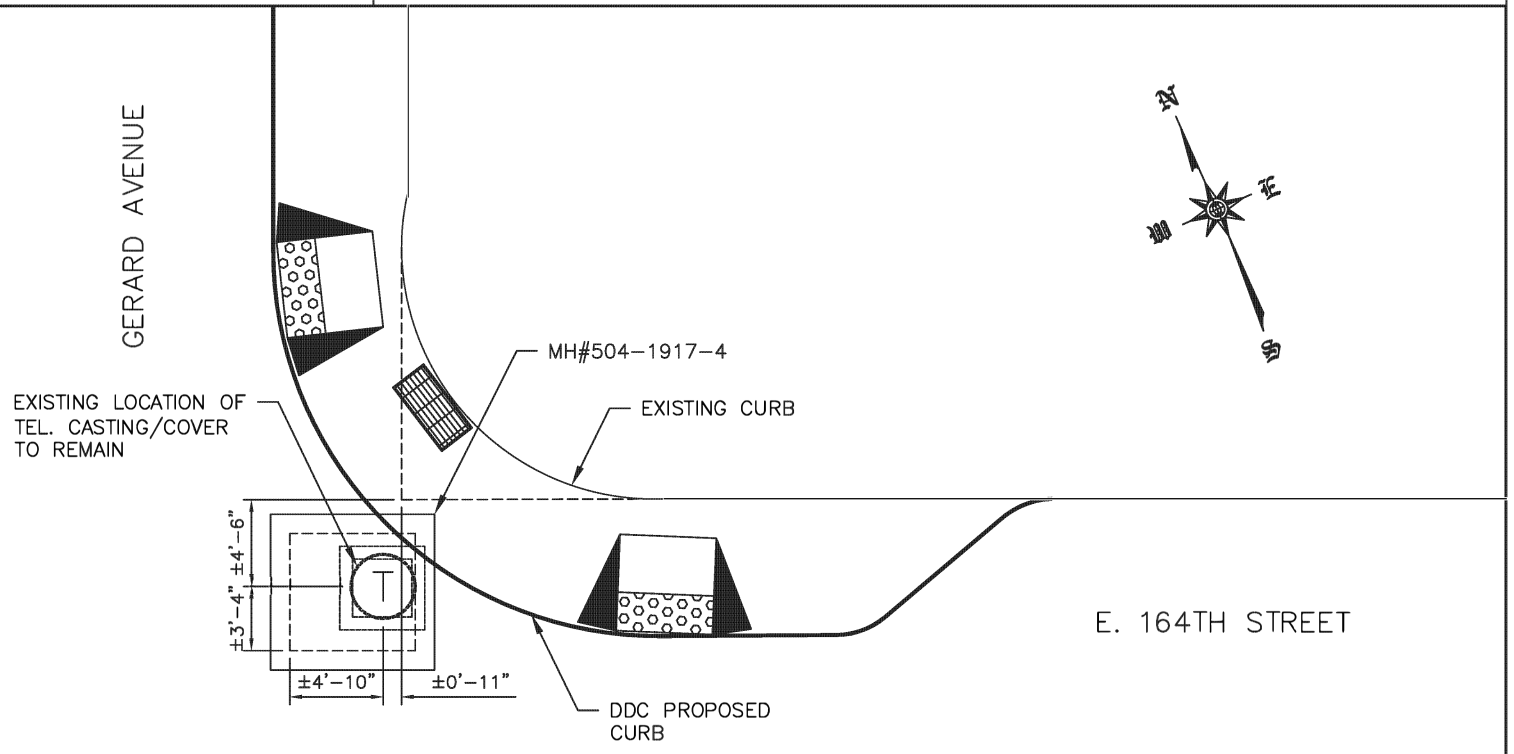
PROJECT ID: HWCSCHPBX

EMPIRE CITY SUBWAY CO/LTD
A Verizon Company

SHEET NO. 2 OF 3

JOB: SAFE ROUTES TO SCHOOLS PREPARED BY: RD DATE: 08/06/2019
THE BRONX CHECKED BY: PM DATE: 08/07/2019
JOB NO: HWCSCHPBX

LOCATION: GERARD AVENUE AND E. 164TH STREET




NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECTION WORK ARE FOR REFERENCE ONLY.

LOCATION OF EXISTING TELEPHONE MANHOLE CASTING – PLAN

N.T.S.

SK#2

JB-F4

PROJECT ID: HWCSCHPBX

EMPIRE CITY SUBWAY CO/LTD
A Verizon Company

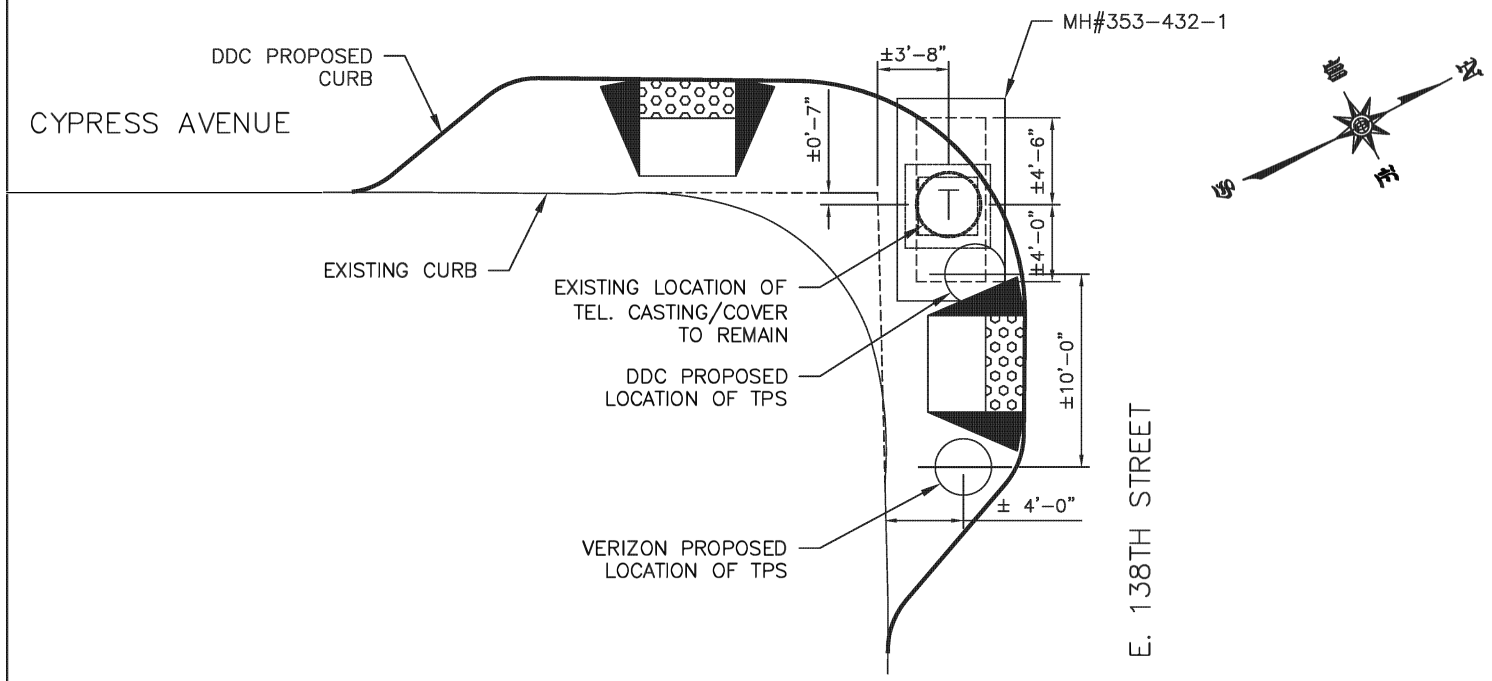
SHEET NO. 3 OF 3

JOB: SAFE ROUTES TO SCHOOLS
THE BRONX
JOB NO: HWCSCHPBX

PREPARED BY: RD
CHECKED BY: PM

DATE: 08/06/2019
DATE: 08/07/2019

LOCATION: CYPRESS AVENUE AND E. 138TH STREET




LOCATION OF EXISTING TELEPHONE MANHOLE CASTING AND RELOCATION OF PROPOSED TRAFFIC SIGNAL POST WITH PEDESTRIAN SIGNAL – PLAN

NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECTION WORK ARE FOR REFERENCE ONLY.

N.T.S.

SK#3

JB-F5

PROJECT ID: HWCSCHPBX

**END OF JB-PAGES SECTION F**
**(NO FURTHER TEXT ON THIS PAGE)**

# SECTION G. PRIVATE UTILITY DRAWING LIST

## UTILITY DRAWING LIST

**CON EDISON:**

| DRAWING TITLE | DRAWING NO. | NO. OF SHEETS |
|---|---|---|
| GENERAL NOTES AND CONDITIONS | JB-G1 | 1 |
| SPECIAL CARE PLAN | JB-G2 TO JB-G5 | 4 |
| EXISTING FACILITIES PLAN | JB-G6 TO JB-G24 | 19 |

**ECS/VERIZON:**

| DRAWING TITLE | DRAWING NO. | NO. OF SHEETS |
|---|---|---|
| EXISTING FACILITIES PLAN | JB-G25 TO JB-G29 | 5 |
| SPECIAL CARE PLAN | JB-G30 TO JB-G34 | 5 |

**ALTICE:**

| DRAWING TITLE | DRAWING NO. | NO. OF SHEETS |
|---|---|---|
| UTILITY OVERLAY PLAN | JB-G35 TO JB-G41 | 7 |

**TOTAL NUMBER OF DRAWINGS ATTACHED IS (41)**

**END OF JB-PAGES SECTION G**

**(NO FURTHER TEXT ON THIS PAGE)**

Department of Design and Construction

# DIVISION OF INFRASTRUCTURE
## BUREAU OF DESIGN

# VOLUME 3 OF 3

**PROJECT ID: HWCSCHPBX**

**RECONSTRUCTION OF SAFE ROUTES TO SCHOOLS**
**PS 159/51**
**E. 185TH ST. AND BATHGATE AVE**
**E. 187TH ST. AND WASHINGTON AVE.**
**ST. LUKES**
**E. 138TH ST. AND CYPRESS AVE.**
**E. 137TH ST. AND ST. ANN'S AVE.**
**E. 138TH ST. AND ST. ANN'S AVE.**
**PS 73**
**E. 164TH ST. AND GERARD AVE.**
**PS 340**
**E. 196TH ST. AND JEROME AVE.**
**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING, SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

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

_____

***Contractor***

**Dated**_____**, 20**_____