



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

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

VOLUME 1 OF 3

LAW

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWK1130B

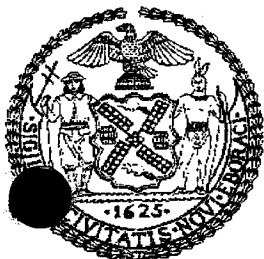
**RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND
SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE
AND
SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL
AND
NOSTRAND AVENUE WAYFINDING FOUNDATIONS
INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
STV INCORPORATED, THE RBA GROUP AND PARSONS

FEBRUARY 10, 2014



114-090



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DR. FENIOSKY PEÑA-MORA
Commissioner

RAMON RODRIGUEZ
Acting Agency Chief
Contracting Officer

June 13, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUEST

HASA CONSTRUCTION LLC

22 Central Drive

Farmingdale, NY 11735

RE: FMS ID: HWK1130B
E-PIN: 85014B0128001
DDC PIN: 8502014HW0056C
RECONSTRUCTION OF NOSTRAND AVENUE
SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING RECONSTRUCTION OF
WILLIAMSBURG BRIDGE PLAZA - BOROUGH
OF BROOKLYN
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$13,461,928.14 submitted at the bid opening on April 01, 2014. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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





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

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

Sincerely,

Serraine Holley for R. R.

Acting Agency Chief
Contracting Officer



Bid Tab

Description RECONSTRUCTION OF NOSTRAND AVENUE SELECT
BUS SERVICE (SBS) PHASE 3 INCLUDING
RECONSTRUCTION OF WILLIAMSBURG BRIDGE
PLAZA - BOROUGH OF BROOKLYN

Bid Date 4/1/2014 FMS ID HWK1130B

Estimated Cost \$14,660,957.00 DEP Supervised No

Bid Security 2% of Total Bid Price PLA No

Time Allowed 365 CCD Contract Manager Giovanni Matos

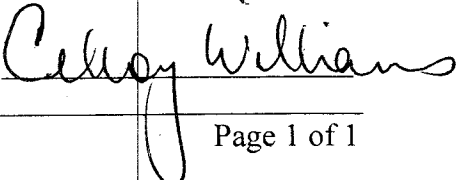
Addendum 10 Project Manager Francisque, Serge

PIN 8502014HW0056C E-PIN 85014B0128

Selective Bidding Yes No Consultant STV Inc., The RBA Group & Parsons

Bid Rank	Vendor	Bid Amount	Security Type
1	HASA CONSTRUCTION LLC	\$13,461,928.14	Bond
2	TRIUMPH CONSTRUCTION CORP.	\$13,862,358.14	Not Submitted
3	PERFETTO CONTRACTING CO. INC.	\$14,993,755.70	Bond
4	TULLY CONSTRUCTION CO. INC.	\$15,232,387.75	Bond
5	C.A.C. INDUSTRIES, INC.	\$15,321,131.73	Bond
6	DIFAZIO INDUSTRIES, INC.	\$15,475,000.75	Bond
7	LAWS CONSTRUCTION CORP.	\$15,570,000.00	Bond
8	P & T II CONTRACTING CORP.	\$15,850,708.92	Bond
9	PAUL J. SCARIANO INC.	\$17,837,001.92	Bond
10	GAZEBO CONTRACTING INC	\$18,480,058.00	Bond

Recorder: Phyllis Lopez - ext. 1283

Approver: 

Bid Tab
Pin: 8502014HW0056C

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

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

PROJECT ID: HWK1130B

**GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE
IN PREPARATION OF RESURFACING THEREON BY OTHERS
AT DESIGNATED LOCATIONS AS REQUIRED**

**Together With All Work Incidental Thereto
CITY-WIDE
CITY OF NEW YORK**

Name of Bidder: HASA CONSTRUCTION LLC

Date of Bid Opening: APR. 1, 2014

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

Place of Business of Bidder: 22 CENTRAL DR., FARMINGDALE, NY 11735

Bidder's Telephone Number: 631-501-0413 Fax Number: 631-501-0319

Bidder's E-Mail Address: RMOAWAD@HASALLC.COM

Residence of Bidder (If Individual): _____

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

Names of Partners	Residence of Partners
_____	_____
_____	_____
_____	_____

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

Organized under the laws of the State of NY

Name and Home Address of ^{MEMBER} President: HUSAM AHMAD
55 WENDOVER RD., FOREST HILLS, NY 11375

Name and Home Address of ^{MEMBER} Secretary: SHAHID AKHTAR
44 MUIRFIELD BLVD., MONROE TWP, NJ 08831

Name and Home Address of Treasurer: SHAHID AKHTAR
44 MUIRFIELD BLVD., MONROE TWP, NJ 08831

BID FORM

The above-named Bidder affirms and declares:

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

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

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

6. Compliance Report

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

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

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

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

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

BID FORM

PROJECT ID. HWK1130B

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

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

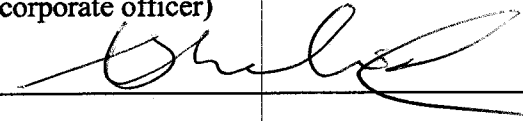
\$13,461,928.14

4/1/14
P.8.

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: HASA CONSTRUCTION LLC

By: 
(Signature of Partner or corporate officer)



Attest:
(Corporate Seal)

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION (LLC)

STATE OF NEW YORK, COUNTY OF NY ss:

SHAHID AKHTAR being duly sworn says:
I am the MEMBER of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 44 MUIRFIELDS BLVD, MONROE TWP, NJ 08831.
I have knowledge of the several matters therein stated, and they are in all respects true.

Charles
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
28th day of MARCH, 2014

Tiffany May
Notary Public

TIFFANY J. MAYERS
Notary Public, State of New York
No. 01MA6183244
Qualified in Kings County
Commission Expires March 10, 2016

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except: NONE

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

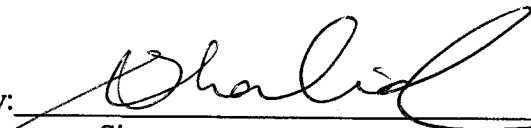
Full Name of Bidder: HASA CONSTRUCTION
Address: 22 CENTRAL DR
City FARMINGDALE State NY Zip Code 11735

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

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

- C - Corporation (LLC)
EMPLOYER IDENTIFICATION NUMBER
204347256

By: 
Signature

Title: MEMBER

If a corporation, place seal here

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

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

BID SCHEDULE

NOTICE TO BIDDERS

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

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 52.11D12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications dated August 1, 2009, as amended by Addendum No. 4, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.12D12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Water Main Specifications dated August 1, 2009, and as amended by Addendum No. 4, herein Volume 3 of 3.

Items listed in the Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.61RE), shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, or the NYCDEP Standard Water Main Specifications, dated August 1, 2009, as applicable, and as amended by Addendum No. 4, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "E" (e.g. E 262400 A), shall comply with the requirements of the corresponding alphanumeric Sections incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-20.07.01) are Street Lighting Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-3.1) are Traffic Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications, except for Item No. "T-60000B which shall comply with the requirements of Section T-60000B in Addendum No. 1, herein Volume 3 of 3.

Items listed in the Bid Schedule beginning with the prefix "UTL-" (e.g. UTL-6.07) are for Gas Cost Sharing (EP-7) work and shall comply with the requirements of Addendum No. 3, herein Volume 3 of 3.

02/27/2014

10:00AM

Ver 5.00.01



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

Contract PIN 8502014HW0056C

Project ID HWK1130B

BID SCHEDULE

- NOTE:
- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
 - (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
 - (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
 - (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
 - (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 83

02/27/2014
10:00AM
BID PAGES



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

Contract PIN
Project ID

8502014HW0056C
HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.02 AB-R (001)	3,973.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	\$ 22.00		\$ 87,406.00	
4.02 AG (002)	3,426.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ 25.00		\$ 85,650.00	
4.02 CB (003)	1,055.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ 100.00		\$ 105,500.00	
4.02 I4-3 (004)	8,155.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 3" THICK	\$ 35.00		\$ 285,425.00	

02/27/2014
10:00AM
BID PAGES



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
4.04 BPA (005)	8.0 C.Y.	CONCRETE BASE FOR PAVERS, 4" AND 5" THICK, CLASS B-32	\$ 270.00		\$ 2160.00	
4.04 CC (006)	1,105.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 8" THICK, CLASS B-32	\$ 230.00		\$ 254,150.00	
4.04 EC (007)	783.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 10" THICK, CLASS B-32	\$ 220.00		\$ 172,260.00	
4.04 H (008)	484.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 210.00		\$ 101,640.00	

02/27/2014
 10:00AM
 BID PAGES



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

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			DOLLARS	CTS	DOLLARS	CTS
4.05 AX (009)	202.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	\$ 350.00		\$ 70,700.00	
4.05 B (010)	387.0 C.Y.	REINFORCED CONCRETE PAVEMENT (FULL WIDTH PAVEMENT)	\$ 300.00		\$ 116,100.00	
4.06 (011)	133.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$ 750.00		\$ 99,750.00	
4.06 CPW (012)	80.0 C.Y.	CAST-IN-PLACE CONCRETE PLANTER WALL	\$ 900.00		\$ 72,000.00	

02/27/2014
 10:00AM
 BID PAGES



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			DOLLARS	CTS	DOLLARS	CTS
4.07 CB (013)	427.0 L.F.	NEW GRANITE CURB, STRAIGHT	\$ 100	00	\$ 42,700	00
4.07 CC (014)	50.0 L.F.	NEW GRANITE CURB, CORNER	\$ 130	00	\$ 6,500	00
4.08 AA (015)	965.0 L.F.	CONCRETE CURB (18" DEEP)	\$ 30	00	\$ 28,950	00
4.09 AD (016)	623.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	\$ 60	00	\$ 37,380	00

02/27/2014
 10:00AM
 BID PAGES



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			DOLLARS	CTS	DOLLARS	CTS
4.09 ADB (017)	3,220.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (20" DEEP)	\$ 70.00		\$ 225,400.00	
4.09 AE (018)	250.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$ 75.00		\$ 18,750.00	
4.09 AF (019)	408.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	\$ 85.00		\$ 34,680.00	
4.09 BD (020)	34.0 L.F.	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	\$ 65.00		\$ 2,210.00	

02/27/2014
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 BID PAGES



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			DOLLARS	CTS	DOLLARS	CTS
4.09 BDB (021)	100.0 L.F.	DEPRESSED STEEL FACED CONCRETE CURB (20" DEEP)	\$ 75.00		\$ 7500.00	
4.09 CD (022)	449.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$ 75.00		\$ 33,675.00	
4.09 CDB (023)	910.0 L.F.	CORNER STEEL FACED CONCRETE CURB (20" DEEP)	\$ 80.00		\$ 72,800.00	
4.11 CA (024)	998.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 40.00		\$ 39,920.00	

02/27/2014
10:00AM
BID PAGES



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.13 AAS (025)	99,216.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 7.52		\$ 744,120.00	
4.13 BAS (026)	12,820.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 8.50		\$ 108,970.00	
4.13 DE (027)	751.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ 25.00		\$ 18,775.00	
4.14 (028)	22,037.0 LBS.	STEEL REINFORCEMENT BARS	\$ 2.00		\$ 44,074.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.14 W (029)	639.0 LBS.	WELDED STEEL WIRE FABRIC	\$ 1.75		\$ 1118.25	
4.15 (030)	343.0 C.Y.	TOPSOIL	\$ 45.00		\$ 15,435.00	
4.15 SS (031)	1,219.0 C.Y.	STRUCTURAL SOIL FOUNDATION MATERIAL	\$ 100.00		\$ 121,900.00	
4.16 AA (032)	14.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$ 450.00		\$ 6,300.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.16 AB (033)	9.0 EACH	TREES REMOVED (12" TO UNDER 18" CALIPER)	\$ 550.00		\$ 4950.00	
4.16 AC (034)	1.0 EACH	TREES REMOVED (18" TO UNDER 24" CALIPER)	\$ 650.00		\$ 650.00	
4.16 AD (035)	2.0 EACH	TREES REMOVED (24" CALIPER AND OVER)	\$ 750.00		\$ 1500.00	
4.16 BA (036)	13.0 EACH	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	\$ 897.00		\$ 11650.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.16 BA510 (037)	60.0 EACH	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	\$ 850.00		\$ 51,000.00	
4.16 STUMP (038)	4.0 UNITS	STUMP REMOVAL	\$ 300.00		\$ 1,200.00	
4.18 A (039)	25.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$ 300.00		\$ 7,500.00	
4.18 B (040)	3.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$ 400.00		\$ 1,200.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.18 C (041)	1.0 EACH	MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	\$ 500.00		\$ 500.00	
4.20 (042)	185.0 S.Y.	SEEDING	\$ 5.00		\$ 925.00	
4.21 (043)	254.0 P/HR	TREE CONSULTANT	\$ 75.00		\$ 19050.00	
50.21C3C024D (044)	24.0 L.F.	24" R.C.P. CLASS III COMBINED SEWER, ON CONCRETE CRADLE	\$ 500.00		\$ 12000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
50.31CC12 (045)	100.0 L.F.	12" E.S.V.P. COMBINED SEWER, ON CONCRETE CRADLE	\$ 300.00		\$ 30,000.00	
50.31CC15 (046)	989.0 L.F.	15" E.S.V.P. COMBINED SEWER, ON CONCRETE CRADLE	\$ 325.00		\$ 321,425.00	
50.71C12D00 (047)	83.0 L.F.	RECONSTRUCTION OF EXISTING 12" DIAMETER CIRCULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	\$ 225.00		\$ 18,675.00	
51.11P008 (048)	1.0 EACH	STANDARD 8'-0" DIAMETER PRECAST MANHOLE	\$ 16,000.00		\$ 16,000.00	

02/27/2014
 19:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
51.21SOA1000E (049)	2.0 EACH	STANDARD MANHOLE TYPE A-1 ON EXISTING SEWER	\$ 23,000.00		\$ 46,000.00	
51.21SOA1000V (050)	13.0 EACH	STANDARD MANHOLE TYPE A-1	\$ 4500.00		\$ 58,500.00	
51.21SOA2000V (051)	5.0 EACH	STANDARD MANHOLE TYPE A-2	\$ 5000.00		\$ 25,000.00	
51.21SOB2000V (052)	2.0 EACH	STANDARD MANHOLE TYPE B-2	\$ 5500.00		\$ 11,000.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN

8502014HW0056C

Project ID

HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
51.23RF (053)	6.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ 950.00		\$ 5,700.00	
51.41S001 (054)	33.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 3000.00		\$ 99,000.00	
51.42B1W (055)	6.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ 3800.00		\$ 22,800.00	
52.11D12 (056)	907.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 150.00		\$ 136,050.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
52.21V08 (057)	8.0 V.F.	8" E.S.V.P. RISER FOR HOUSE CONNECTION	\$ 150.00		\$ 1200.00	
52.31V06C12 (058)	1.0 EACH	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 12" E.S.V.P. COMBINED SEWER	\$ 575.00		\$ 575.00	
52.31V06C15 (059)	7.0 EACH	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 15" E.S.V.P. COMBINED SEWER	\$ 600.00		\$ 4200.00	
52.31V08C15 (060)	2.0 EACH	8" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 15" E.S.V.P. COMBINED SEWER	\$ 650.00		\$ 1300.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
52.41V06N (061)	131.0 L.F.	NEW 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE Unit price bid shall not be greater than: \$ 75.00	\$ 75.00		\$ 9825.00	
52.41V06R (062)	47.0 L.F.	6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ 125.00		\$ 5875.00	
52.41V08R (063)	22.0 L.F.	8" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ 125.00		\$ 2750.00	
52.51RP (064)	2.0 EACH	REMOVAL OF PROTRUDING SERVICE CONNECTIONS	\$ 115.00		\$ 230.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
52.61RC (065)	2.0 EACH	RE-OPENING OF SERVICE CONNECTIONS	\$ 100.00		\$ 200.00	
53.11DR (066)	1,355.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ 5.00		\$ 6,775.00	
54.12CS (067)	1,403.0 C.Y.	CLEANING OF DRAINAGE STRUCTURES	\$ 100.00		\$ 140,300.00	
55.11AB (068)	26.0 EACH	ABANDONING BASINS AND INLETS	\$ 300.00		\$ 7800.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.01 AA (069)	1.0 L.S.	CLEARING AND GRUBBING	\$ 5000.00		\$ 5000.00	
6.02 AAN (070)	7,765.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 40.00		\$ 310,600.00	
6.02 XHEC (071)	133.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$ 125.00		\$ 16,625.00	
6.02 XSCW (072)	488.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ 45.00		\$ 21,960.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.05 DP (073)	1,212.0 S.F.	RESTORATION OF DISTINCTIVE PAVEMENT	\$ 75.00		\$ 90,900.00	
6.06 AB (074)	62.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	\$ 250.00		\$ 15,500.00	
6.18 OSF (075)	216.0 L.F.	ORNAMENTAL STEEL FENCE	\$ 250.00		\$ 54,000.00	
6.18 RXSI (076)	583.0 L.F.	REMOVE, STORE AND REINSTALL EXISTING IRON PICKET FENCE	\$ 75.00		\$ 43,725.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.22 F (077)	6,380.0 LBS.	ADDITIONAL HARDWARE	\$ 2 00		\$ 12,760 00	
6.23 AB (078)	3.0 EACH	REMOVE EXISTING FIRE ALARM POST	\$ 300 00		\$ 900 00	
6.23 BA (079)	3.0 EACH	FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	\$ 1100 00		\$ 3300 00	
6.23 BD (080)	300.0 L.F.	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	\$ 11 00		\$ 3300 00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.23 BFB (081)	3.0 EACH	FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	\$ 500.00		\$ 1500.00	
6.23 BGS (082)	70.0 L.F.	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	\$ 103.00		\$ 7210.00	
6.23 BH (083)	3.0 EACH	FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	\$ 124.00		\$ 372.00	
6.23 BP (084)	3.0 SETS	FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMBERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	\$ 590.00		\$ 1770.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.23 XBE (085)	1,008.0 L.F.	FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)	\$ 5.00		\$ 5040.00	
6.25 RS (086)	5,144.0 S.F.	TEMPORARY SIGNS	\$ 15.00		\$ 77,160.00	
6.26 (087)	8,957.0 L.F.	TIMBER CURB	\$ 6.00		\$ 53,742.00	
6.27 BS (088)	3.0 EACH	DEMOLITION OF BUS SHELTER	\$ 300.00		\$ 900.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.27 DB (089)	20.0 EACH	DEMOLITION, REMOVAL AND DISPOSAL OF CONCRETE BARRIERS	\$ 300.00		\$ 6000.00	
6.27 DBR (090)	1.0 L.S.	DEMOLITION, REMOVAL AND DISPOSAL OF POSTS & RAILINGS	\$ 1000.00		\$ 1000.00	
6.28 AA (091)	3,432.0 L.F.	LIGHTED TIMBER BARRICADES	\$ 8.00		\$ 27,456.00	
6.30 AR (092)	134.0 L.F.	REMOVE EXISTING GUIDE RAIL	\$ 14.00		\$ 1876.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.30 MB (093)	1.0 L.S.	REMOVAL OF METAL BARRIER	\$ 3000.00		\$ 3000.00	
6.34 X (094)	264.0 L.F.	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE	\$ 11.00		\$ 2904.00	
6.36 DR (095)	11.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	\$ 900.00		\$ 9900.00	
6.40 D (096)	18.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE D)	\$ 7500.00		\$ 135,000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.43 (097)	1,882.0 SETS	PHOTOGRAPHS	\$ 10.00		\$ 18,820.00	
6.44 (098)	43,183.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 1.00		\$ 43,183.00	
6.44 POR (099)	261.0 S.Y.	RED BUS LANE PAVEMENT OVERLAY	\$ 30.00		\$ 7,830.00	
6.49 (100)	1,008.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ 1.00		\$ 1,008.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.50 (101)	15.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$ 300.00		\$ 4500.00	
6.52 CG (102)	4,689.0 P/HR	CROSSING GUARD	\$ 40.00		\$ 187,560.00	
6.53 (103)	21,740.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ 1.00		\$ 21,740.00	
6.55 (104)	12,145.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ 5.00		\$ 60,725.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.59 P (105)	600.0 L.F.	TEMPORARY CONCRETE BARRIER	\$ 30.00		\$ 18000.00	
6.60 B (106)	52.0 S.Y.	FURNISH AND INSTALL ASPHALT BLOCK PAVERS	\$ 130.00		\$ 6760.00	
6.67 (107)	359.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ 45.00		\$ 16,155.00	
6.68 (108)	1,399.0 S.Y.	PLASTIC FILTER FABRIC	\$ 1.50		\$ 2098.50	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.75 (109)	420.0 C.Y.	GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	\$ 90.00		\$ 37,800.00	
6.82 A (110)	463.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ 3.50		\$ 1,620.50	
6.82 B (111)	665.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ 3.50		\$ 2,327.50	
6.83 AA (112)	359.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ 15.00		\$ 5,385.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.83 AB (113)	1,147.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ 5.00		\$ 5,735.00	
6.83 AR (114)	532.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$ 18.00		\$ 9,576.00	
6.83 BA (115)	891.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ 12.00		\$ 10,692.00	
6.83 BB (116)	1,147.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ 10.00		\$ 11,470.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.84 B (117)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 17,500.00	\$ 17,500.00		\$ 17,500.00	
6.85 A (118)	1.0 F.S.	TRAFFIC ENFORCEMENT AGENTS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 2,095,701.57	\$ 2,095,701.57		\$ 2,095,701.57	
6.86 AA (119)	60.0 S.F.	FURNISHING NEW STREET NAME SIGNS	\$ 25.00		\$ 1500.00	
6.86 AB (120)	103.0 L.F.	FURNISHING NEW STREET NAME SIGN POSTS	\$ 7.00		\$ 721.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.86 BA (121)	60.0 S.F.	INSTALLING STREET NAME SIGNS	\$ 12.00		\$ 720.00	
6.86 BB (122)	103.0 L.F.	INSTALLING STREET NAME SIGN POSTS	\$ 9.00		\$ 927.00	
6.87 (123)	4,684.0 EACH	PLASTIC BARRELS	\$ 10.00		\$ 46,840.00	
6.91 (124)	8,970.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ 3.00		\$ 26,910.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.99 (125)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ 8000.00		\$ 8000.00	
60.11R516 (126)	50.0 L.F.	FURNISHING AND DELIVERING 16-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 130.00		\$ 6500.00	
60.11R520 (127)	1,211.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 155.00		\$ 187,705.00	
60.11R530 (128)	11.0 L.F.	FURNISHING AND DELIVERING 30-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 300.00		\$ 3300.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
60.11R606 (129)	245.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 50.00		\$ 12,250.00	
60.11R608 (130)	419.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 80.00		\$ 33,520.00	
60.11R612 (131)	1,330.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 100.00		\$ 133,000.00	
60.12D06 (132)	310.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 100.00		\$ 31,000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
60.12D08 (133)	485.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 100	00	\$ 48,500	00
60.12D12 (134)	1,550.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 225	00	\$ 348,750	00
60.12D16 (135)	56.0 L.F.	LAYING 16-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 130	00	\$ 7,280	00
60.12D20 (136)	1,385.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 250	00	\$ 346,250	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
60.12D30 (137)	19.0 L.F.	LAYING 30-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 575.00		\$ 10,925.00	
60.13MOA24 (138)	44.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ 3500.00		\$ 154,000.00	
61.11DMM06 (139)	10.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1000.00		\$ 10,000.00	
61.11DMM08 (140)	3.0 EACH	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1500.00		\$ 4500.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.11DMM12 (141)	6.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2,800.00		\$ 16,800.00	
61.11DMM20 (142)	5.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 16,000.00		\$ 80,000.00	
61.11TWC03 (143)	8.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2,100.00		\$ 16,800.00	
61.11TWC04 (144)	8.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2,300.00		\$ 18,400.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.11TWC06 (145)	2.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2600.00		\$ 5200.00	
61.12DMM06 (146)	10.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1000.00		\$ 10,000.00	
61.12DMM08 (147)	3.0 EACH	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1200.00		\$ 3600.00	
61.12DMM12 (148)	6.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2000.00		\$ 12,000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.12DMM20 (149)	5.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 5000.00		\$ 25000.00	
61.12TWC03 (150)	5.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 300.00		\$ 1500.00	
61.12TWC04 (151)	5.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 350.00		\$ 1750.00	
61.12TWC06 (152)	2.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 400.00		\$ 800.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
62.11SD (153)	10.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 3000.00		\$ 30,000.00	
62.12SG (154)	10.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2000.00		\$ 20,000.00	
62.13RH (155)	10.0 EACH	REMOVING HYDRANTS	\$ 400.00		\$ 4,000.00	
62.14FS (156)	20.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ 200.00		\$ 4,000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN

8502014HW0056C

Project ID

HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
63.11VC (157)	20.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ 1500.00		\$ 30,000.00	
64.11EL (158)	11.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ 300.00		\$ 3300.00	
64.11ST (159)	20.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ 350.00		\$ 7000.00	
64.12COEG (160)	10.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 100.00		\$ 1000.00	

02/27/2014

10:00AM

BID PAGES



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

Contract PIN

8502014HW0056C

Project ID

HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
64.12COLT (161)	10.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 100.00		\$ 1000.00	
64.12ESEG (162)	65.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 75.00		\$ 4875.00	
64.12ESLT (163)	65.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 75.00		\$ 4875.00	
64.13WC12 (164)	3.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 2000.00		\$ 6000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
64.13WC20 (165)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 3600	00	\$ 12000	00
65.11BR (166)	1,063.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 3	00	\$ 3189	00
65.21PS (167)	3,286.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	\$	50	\$ 1643	00
65.31FF (168)	30,056.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	\$	0 10	\$ 3005	60

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
65.71SG (169)	194.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 40.00		\$ 7760.00	
7.07 A (170)	12.0 EACH	REMOVING EXISTING STEEL BOLLARDS	\$ 40.00		\$ 480.00	
7.13 B (171)	12.0 MONTH	MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 7,500.00	\$ 7500.00		\$ 90,000.00	
7.16 D (172)	6.0 C.Y.	TEST PITS	\$ 250.00		\$ 1500.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
7.19 (173)	44.0 L.F.	LOAD TRANSFER JOINT	\$ 35.00		\$ 1540.00	
7.30 A (174)	642.0 C.Y.	REMOVAL OF TRACK	\$ 50.00		\$ 32100.00	
7.36 (175)	6,646.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 2.00		\$ 13,292.00	
7.49 C (176)	1,430.0 L.F.	STEEL TREE PIT GUARD TYPE C	\$ 60.00		\$ 85800.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN

8502014HW0056C

Project ID

HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
7.88 AA (177)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 8,700.00	\$ 8700.00		\$ 8700.00	
7.88 AB (178)	1,565.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	\$ 60.00		\$ 93,900.00	
7.88 AC (179)	1,565.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	\$ 9.25		\$ 14,476.25	
7.88 AD (180)	119.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	\$ 65.00		\$ 7,735.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4		COL. 5	
			UNIT PRICES (IN FIGURES)		EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
70.31FN (181)	4,427.0 L.F.	FENCING Unit price bid shall not be less than: \$ 2.00	\$ 2.00		\$ 8854	
70.51EO (182)	72.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	\$ 75.00		\$ 5400	
70.61RE (183)	76.0 C.Y.	ROCK EXCAVATION	\$ 300.00		\$ 22,800.00	
70.71SB (184)	72.0 C.Y.	STONE BALLAST Unit price bid shall not be less than: \$ 15.00	\$ 15.00		\$ 1080.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
70.81CB (185)	160.0 C.Y.	CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ 15.00		\$ 2400.00	
70.91SW12 (186)	9,730.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ 1.00		\$ 9730.00	
70.91SW20 (187)	14,933.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ 1.00		\$ 14,933.00	
72.11HF (188)	97.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ 100.00		\$ 9700.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
73.11AB (189)	57.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 3562	50
73.21AC (190)	294.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 18375	00
73.31AE0 (191)	2.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	\$ 20	00	\$ 40	00
73.41AG (192)	294.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 4410	00

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
73.51AS (193)	675.0 LBS.	ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	\$ 1.00		\$ 675.00	
8.02 A (194)	11,784.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ 7.00		\$ 82,488.00	
8.02 B (195)	262.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ 7.00		\$ 1,834.00	
8.08 VMS (196)	1.0 EACH	VARIABLE MESSAGE SIGN	\$ 6,500.00		\$ 6,500.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.22 D (197)	48.0 S.F.	THREE PLY MEMBRANE WATERPROOFING	\$ 8.00		\$ 384.00	
8.32 (198)	400.0 S.Y.	BARK CHIP MULCH	\$ 45.00		\$ 18000.00	
8.52 FP (199)	11,339.0 LBS.	STEEL FOUNDATION PLATE	\$ 5.00		\$ 56,695.00	
8.52 PT-A (200)	10.0 EACH	PAVING TRAY (PATHWAY TOTEM)	\$ 1200.00		\$ 12,000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.52 PT-B (201)	61.0 EACH	PAVING TRAY (AREA TOTEM)	\$ 1500.00		\$ 91,500.00	
9.00 C (202)	9,042.0 C.F.	EXPLORATORY TEST PITS	\$ 1.00		\$ 9042.00	
9.04 HW (203)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 75,900.00	\$ 75,900.00		\$ 75,900.00	
9.99 (204)	6.0 EACH	FLASHING ARROW BOARD	\$ 3500.00		\$ 21000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
			9.99 AM (205)	2.0 MONTH	FLASHING ARROW BOARD WITH IMPACT ATTENUATOR	\$ 5000.00
E 262400 A (206)	2.0 EACH	INSTALLING TEMPORARY FARE MACHINE HOOK UPS	\$ 1200.00		\$ 2400.00	
E 262400 AR (207)	2.0 EACH	REMOVING TEMPORARY FARE MACHINE HOOK UPS	\$ 300.00		\$ 600.00	
HW-900 (208)	1.0 F.S.	ALLOWANCE FOR MAXIMUM INCENTIVE FOR EARLY COMPLETION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 500,000.00	\$ 500,000.00		\$ 500,000.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
HW-900H (209)	1.0 F.S.	ALLOWANCE FOR CITY WORK ACCELERATION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 600,000.00	\$ 600,000.00		\$ 600,000.00	
HW-914 (210)	1.0 F.S.	ALLOWANCE FOR WAYFINDING TOTEMS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 923,000.00	\$ 923,000.00		\$ 923,000.00	
SL-20.02.02 (211)	10.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$ 650.00		\$ 6500.00	
SL-20.02.02A (212)	26.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION AS PER DWG. #-3788A FOR INSTALLING TYPE 30' DAVIT LAMPOST. PRICE PER UNIT ITEM.	\$ 650.00		\$ 16900.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
SL-20.07.01 (213)	5.0 EACH	FURNISH AND INSTALL ADDITIONAL RIGID CONDUIT BEND, SIZE AS ORDERED. USE THIS ITEM WHEN INSTALLING A NEW FOUNDATION.	\$ 150	00	\$ 750	00
SL-20.08.01 (214)	21.0 EACH	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	\$ 150	00	\$ 3150	00
SL-21.03.02 (215)	7.0 EACH	FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPOST WITH TRANSFORMER BASE	\$ 2700	00	\$ 18,900	00
SL-21.03.24 (216)	14.0 EACH	FURNISH AND INSTALL 2S, 6S, 8S, 12S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG, J-5309.	\$ 3500	00	\$ 49,000	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
SL-21.03.25 (217)	15.0 EACH	FURNISH AND INSTALL TYPE 2T, 4T, 6T, 8T OR 12T FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG J-5309.	\$ 4500.00		\$ 67,500.00	
SL-21.03.28 (218)	8.0 EACH	FURNISH AND INSTALL TYPE 4S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER STD. DWG-J5308	\$ 3500.00		\$ 28,000.00	
SL-21.09.05 (219)	26.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$ 650.00		\$ 16,900.00	
SL-21.09.08 (220)	3.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.)	\$ 500.00		\$ 1500.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
SL-21.09.09 (221)	17.0 EACH	REMOVE F.S. SPUN ALUMINUM, #10, ETC LAMPPOST, WITH ARMS(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY. REMOVE PORTION OF FOUNDATION. RESTORE TO SURROUNDING CONDITIONS.	\$ 450	00	\$ 7650	00
SL-22.03.17 (222)	2.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 100 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 55 VOLT LAMP.	\$ 400	00	\$ 800	00
SL-22.03.18 (223)	9.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	\$ 325	00	\$ 2925	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
SL-22.16.05 (224)	55.0 EACH	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	\$ 575.00		\$ 31,625.00	
SL-24.02.02 (225)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 Ft. ARM ON LAMPPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	\$ 750.00		\$ 1500.00	
SL-24.02.16 (226)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 6 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGs H-5159 OR H-5255.	\$ 825.00		\$ 1650.00	
SL-24.02.22 (227)	2.0 EACH	FURNISH AND INSTALL 2 Ft. STEEL ARM ON METAL LAMPPOST.	\$ 450.00		\$ 900.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
SL-24.02.39 (228)	3.0 EACH	FURNISH AND INSTALL FABRICATED STEEL "DAVIT" TYPE SHAFT EXTENSION (SINGLE ARM) ARM ON M-2 TRAFFIC POST.	\$ 2500.00		\$ 7500.00	
SL-26.01.01 (229)	9.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ 65.00		\$ 585.00	
SL-26.01.04 (230)	39.0 EACH	FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	\$ 250.00		\$ 9750.00	
SL-26.06.02 (231)	4.0 EACH	FURNISH AND INSTALL LED FIRE ALARM LUMINAIRES.	\$ 200.00		\$ 800.00	

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
SL-28.01.02 (232)	7.0 EACH	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP IN DIRT AREA, BURIED BOX, SIDEWALK OR ROADWAY BOX, AS PER DRAWING H-5019.	\$ 500.00		\$ 3500.00	
SL-29.01.01 (233)	6.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	\$ 900.00		\$ 5400.00	
SL-33.01.02 (234)	2,000.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	\$ 5.00		\$ 10,000.00	
SL-33.02.02 (235)	1,000.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	\$ 7.00		\$ 7000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-35.01.03 (236)	100.0 L.F.	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA.	\$ 35	00	\$ 3500	00
SL-35.01.04 (237)	100.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	\$ 39	00	\$ 3900	00
SL-35.03.03 (238)	500.0 L.F.	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ 36	00	\$ 18000	00
SL-35.03.04 (239)	200.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ 40	00	\$ 8000	00

02/27/2014
10:00AM
BID PAGES



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

Contract PIN
Project ID

8502014HW0056C
HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-37.05.09 (240)	7.0 EACH	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179B.	\$ 2500.00		\$ 17500.00	
T-1.1 (241)	4.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 300.00		\$ 1200.00	
T-1.18 (242)	3.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ 150.00		\$ 450.00	
T-1.20 (243)	7.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$ 150.00		\$ 1050.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
T-1.29 (244)	1.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$ 200.00		\$ 200.00	
T-1.3 (245)	7.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ 400.00		\$ 2800.00	
T-2.1 (246)	4.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 375.00		\$ 1500.00	
T-2.16 (247)	5.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ 1500.00		\$ 7500.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
T-2.22 (248)	3.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 400.00		\$ 1200.00	
T-2.24 (249)	7.0 EACH	REMOVE TYPE "M" SERIES POST	\$ 600.00		\$ 4200.00	
T-2.28 (250)	2.0 EACH	REMOVE MAST ARM FROM ANY POST	\$ 600.00		\$ 1200.00	
T-2.31 (251)	2.0 EACH	REMOVE STREET LIGHT ARM AND POST, AND RESTORE AREA TO MATCH EXISTING	\$ 450.00		\$ 900.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
T-2.32 (252)	5.0 EACH	INSTALL STREET LIGHT LUMINAIRE SUPPORT ARM ON "M-2" POST	\$ 650.00		\$ 3250.00	
T-2.4 (253)	7.0 EACH	INSTALL TYPE "M-2" POST	\$ 1050.00		\$ 7350.00	
T-2.6 (254)	1.0 EACH	INSTALL 5 FOOT MAST ARM EXTENSION W/CUSTOM FINISH	\$ 800.00		\$ 800.00	
T-20000 (255)	4.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ 1000.00		\$ 4000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-20020 (256)	12.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 800	00	\$ 9600	00
T-20160 (257)	7.0 EACH	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	\$ 4700	00	\$ 32,900	00
T-20184 (258)	6.0 EACH	a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	\$ 800	00	\$ 4800	00
T-20220 (259)	28.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ 200	00	\$ 5600	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
T-3.1 (260)	23.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ 250	00	\$ 5750	00
T-3.12 (261)	1.0 EACH	FURNISH AND INSTALL LOUVERS ON SIGNAL UNIT	\$ 250	00	\$ 250	00
T-3.13 (262)	1.0 EACH	REORIENT SIGNAL FACE	\$ 500	00	\$ 500	00
T-3.18 (263)	9.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ 275		\$ 2475	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
T-3.2 (264)	1.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	\$ 350	00	\$ 350	00
T-3.21 (265)	31.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ 250	00	\$ 7750	00
T-3.26 (266)	2.0 EACH	REMOVE STREET LIGHT LUMINAIRE AND PHOTO ELECTRIC CONTROL FROM STREET LIGHT ARM	\$ 275	00	\$ 550	00
T-3.27 (267)	2.0 EACH	INSTALL STREET LIGHT LUMINAIRE AND PHOTO ELECTRIC CONTROL ON STREET LIGHT MAST	\$ 275	00	\$ 550	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
T-3.28 (268)	1.0 EACH	INSTALL LONG VISORS ON SIGNAL UNITS	\$ 275.00		\$ 275.00	
T-3.6 (269)	32.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ 330.00		\$ 10,560.00	
T-3.7 (270)	2.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT OR PEDESTRIAN SIGNAL ON ANY OTHER STRUCTURE	\$ 330.00		\$ 660.00	
T-30013L (271)	21.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ 325.00		\$ 6,825.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-30080 (272)	1.0 EACH	FURNISH TUNNEL-TYPE VISORS FOR 8" & 12" VEHICULAR TRAFFIC SIGNAL.	\$ 150.00		\$ 150.00	
T-31200 (273)	1.0 EACH	e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 165.00		\$ 165.00	
T-31210 (274)	19.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 175.00		\$ 3325.00	
T-31215 (275)	3.0 EACH	b) "2MS"	\$ 175.00		\$ 525.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-31225 (276)	3.0 EACH	c) "3MS"	\$ 190	00	\$ 570	00
T-31235 (277)	2.0 EACH	d) "4MS"	\$ 190	00	\$ 380	00
T-31340 (278)	2.0 EACH	f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 175	00	\$ 350	00
T-31351 (279)	16.0 EACH	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 225	00	\$ 3600	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-33000L (280)	28.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ 375.00		\$ 10,500.00	
T-33001-L (281)	6.0 EACH	FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	\$ 475.00		\$ 2,850.00	
T-4.1 (282)	1.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ 1200.00		\$ 1,200.00	
T-4.8 (283)	1.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ 875.00		\$ 875.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-5.1 (284)	400.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ 37.00		\$ 15,600.00	
T-5.18 (285)	10.0 L.F.	FURNISH AND INSTALL 2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ 57.00		\$ 570.00	
T-5.2 (286)	570.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ 39.00		\$ 22,230.00	
T-5.32 (287)	570.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ 10.00		\$ 5,700.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-5.7 (288)	30.0 L.F.	FURNISH AND INSTALL ADDITIONAL 2" RIGID UNDERGROUND CONDUIT	\$ 39	00	\$ 1170	00
T-6.1 (289)	100.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	\$ 7	00	\$ 700	00
T-6.10 (290)	2,900.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ 4	00	\$ 11,600	00
T-6.11 (291)	100.0 L.F.	REMOVE OVERHEAD CABLE AND SUPPORTS	\$ 4	00	\$ 400	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-6.2 (292)	2,900.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ 7.00		\$ 20,300.00	
T-6.7 (293)	100.0 L.F.	INSTALL MULTIPLE CABLE AND SUPPORTS ON STRUCTURE	\$ 7.00		\$ 700.00	
T-60000B (294)	1,600.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ 1.75		\$ 2800.00	
T-60040 (295)	800.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ 2.50		\$ 2000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-60190 (296)	1,900.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ 3	25	\$ 6175	00
T-7.50 (297)	1.0 EACH	REMOVE (1812) HAND BOX OR PULL BOX IN PAVED SIDEWALK	\$ 75	00	\$ 75	00
T-79999 (298)	1.0 EACH	FURNISH ADVANCED SOLID STATE TRF CONTROLLER (6 LOAD SWITCH).	\$ 7500	00	\$ 7500	00
T-8.8 (299)	7.0 EACH	INSTALL CONCRETE PYLON	\$ 700	00	\$ 4900	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-8.9 (300)	7.0 EACH	REMOVE CONCRETE PYLON	\$ 700.00		\$ 4900.00	
T-81000 (301)	6.0 EACH	FURNISH CONCRETE PYLON	\$ 700.00		\$ 4200.00	
UTL-6.01.1 (302)	3.0 EACH	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,040.00	\$ 1640.00		\$ 3120.00	
UTL-6.01.8 (303)	10.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	\$ 465.00		\$ 4650.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN
 Project ID

8502014HW0056C
 HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.01.9 (304)	6.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	\$ 485	00	\$ 2910	00
UTL-6.02 (305)	6.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 715.00	\$ 715	00	\$ 4290	00
UTL-6.03 (306)	100.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 1500	00
UTL-6.03.1 (307)	50.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 25.00	\$ 25	00	\$ 1250	00

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN

8502014HW0056C

Project ID

HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.04 (308)	3.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$ 35.00	\$ 35.00		\$ 105.00	
UTL-6.05 (309)	3.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05) Unit price bid shall not be less than: \$ 65.00	\$ 65.00		\$ 195.00	
UTL-6.06 (310)	150.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	\$ 180.00		\$ 2700.00	
UTL-6.07 (311)	10.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	\$ 100.00		\$ 1000.00	

02/27/2014

10:00AM

BID PAGES



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

Contract PIN

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Project ID

HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-GCS-2WS (312)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 10,000.00	\$ 10,000.00		\$ 10,000.00	

02/27/2014
 10:00AM
 BID PAGES



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

Contract PIN 8502014HW0056C
 Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
			SUB-TOTAL:		\$ 12,944,161	67
6.39 A (313)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ 517,766	47
			TOTAL BID PRICE:		\$ 13,461,928	14

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.

THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

(NO TEXT ON THIS PAGE)

**BID BOND 1
FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS. That we, HASA Construction LLC
22 Central Drive, Farmingdale New York 11735

hereinafter referred to as the "Principal", and The Hanover Insurance Company
251 Salina Meadows Parkway, North Syracuse, New York 13212

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

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

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying
proposal, hereby made a part hereof, to enter into a contract in writing for HWK1130B Nostrand Ave.
PIN#8502014HW0056C Select Bus Service Phase 3 including Reconstruction of Williamsburg Bridge
Plaza
& Safe Route to School at Various locations, Sewer, Water Main, Curb & Sidewalk, Pavement Markings
Street Lighting & Traffic Signal work- Borough of Brooklyn, 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.

BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 28 th day of March, 2014.

(Seal)

HASA Construction LLC (L.S.)

Principal

By: 

(Seal)

The Hanover Insurance Company

Surety

By: 

Evan Posses, Attorney-in-fact

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION (LLC)

State of NY County of NY ss:
On this 28th day of MARCH, 2014, before me personally came
SHAHID AKHTAR to me known, who, being by me duly sworn, did depose and say
that he resides at 44 MUIRFIELD BLVD MONROE TWP, NJ 08831
that he is the MEMBER of HASA CONSTRUCTION LLC
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.

TIFFANY J. MAYERS
Notary Public, State of New York
No. 01MA6183244
Qualified in Kings County
Commission Expires March 10, 2016

Tiffany Mayers
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

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

Notary Public

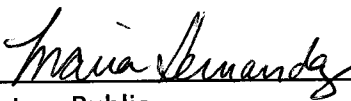
AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

SURETY ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF Nassau

On this 28th day of March, 20 14 before me personally came Evan Posses to me known, who being by me duly sworn, did depose and say that he/she resides in Long Beach, NY, that he/she is the Attorney-in-fact of The Hanover Insurance Company and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by other of the Board of Directors of said corporation, and that he/she signed her name thereto by like order.


Notary Public

MARIA HERNANDEZ
NOTARY PUBLIC, State of New York
No. 01HE0076886
Qualified in Nassau County
Commission Expires December 28, 2014

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Evan Posses and/or Martin J. Lyons

of **Melville, NY** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, - in any amount -

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

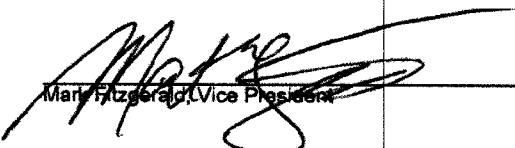
"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of August 2011.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Robert Thomas, Vice President


Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 3rd day of August 2011, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Barbara A. Garlick, Notary Public
My Commission Expires November 3, 2011


I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28th day of March 2014.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Financial Statement

**The Hanover Insurance Company, Bedford, New Hampshire
 Financial Statement as of December 31, 2013**

ASSETS	<u>2013</u>
Cash in Banks (Including Short-Term investments)	\$ 50,894,228
Bonds and Stocks	\$ 4,711,827,363
Other Admitted Assets	<u>\$ 1,284,421,678</u>
Total Admitted Assets	<u>\$ 6,047,143,269</u>

LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums	\$ 1,350,588,326
Reserve for Loss and Loss Expense	\$ 2,264,133,905
Reserve for Taxes	0
Funds held under reinsurance treaties	\$ 5,856,574
Reserve for all other liabilities	\$ 596,875,901
Capital Stock - \$1.00 par	\$ 5,000,000
Net Surplus	<u>\$ 1,824,688,563</u>
Policyholders' Surplus	<u>\$ 1,829,688,563</u>
Total Liabilities, Capital and Surplus	<u>\$ 6,047,143,269</u>

COMMONWEALTH OF MASSACHUSETTS }
 COUNTY OF WORCESTER } s.s.:

Joseph Pedorella, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2013.

Joseph Pedorella
 Asst. Treasurer

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

THE HANOVER INSURANCE COMPANY

Of Bedford, New Hampshire

a corporation organized under the laws of the State of New Hampshire 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 \$1,518,865,942 (Capital \$5,000,000) as is shown by its sworn financial statement for the end of the year, December 31, 2012, 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, 2013.

Benjamin M. Lawsky
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

**SCHEDULE B – MWBE Utilization Plan
Part I: MWBE Participation Goals**

Part I to be completed by contracting agency

Contract Overview

APT E- Pin #	85014B0128	FMS Project ID#:	HWK1130B
Project Title/ Agency PIN #	RECONSTRUCTION OF NOSTRAND AVENUE/ 8502014HWC0056C		
Bid/Proposal Response Date	APRIL 1, 2014		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Ave.	City	Long Island City State NY Zip Code 11101
Contact Person	Jessica Lavides	Title	MWBE Liaison & Compliance Analyst
Telephone #	(718) 391-1065	Email	LavidesJe@ddc.nyc.gov

Project Description (attach additional pages if necessary)

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND
SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE
AND
SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL
AND
NOSTRAND AVENUE WAYFINDING FOUNDATIONS
INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
Together With All Work Incidental Thereto
BOROUGH OF BROOKLYN
CITY OF NEW YORK

MWBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
Unspecified	EXEMPT%
or	
Black American	UNSPECIFIED
Hispanic American	UNSPECIFIED
Asian American	UNSPECIFIED
Women	UNSPECIFIED
Total Participation Goals	% Line 1

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

Tax ID #: 204347256

APT E-
PIN #: 85014B0128

SCHEDULE B - Part II: M/WBE Participation Plan

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

Section I: Prime Contractor Contact Information

Tax ID #	<u>204347256</u>	FMS Vendor ID #	
Business Name	<u>HASA CONSTRUCTION LLC</u>	Contact Person	<u>R. MOAWAD</u>
Address	<u>22 CENTRAL DR., FARMINGDALE, NY 11735</u>		
Telephone #	<u>631-501-0413</u>	Email	<u>RMOAWAD@HASALLC.COM</u>

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input checked="" type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated M/WBE Participation Amount
	<u>\$13,461,928.14</u> X	<u>5%</u>	= <u>\$673,096.41</u> Line 2

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

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

Tax ID #: 204347256

APT E-
PIN #: 9501480128

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

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

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 5

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

1. ELECTRICAL \$6,141,000.00
2. LANDSCAPING DBE \$51,065.00
3. SAFETY CROSSING GUARD DBE \$140,670.00
4. WATERPROOF PEST CONTROL \$45,000.00
5. TREE CONSULTANT \$19,000.00
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

✓ Scopes of Subcontract Work


Tax ID #: 204347256

APT E-
PIN #: 85014B0128

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature	<u></u>	Date	<u>3-28-14</u>
Print Name	<u>SHAHID AKHTAR</u>	Title	<u>MEMBER</u>

SPECIAL NOTICE TO BIDDERS

Please be advised that there are no M/WBE requirements for this project. However, the Contractor is subject to DBE goals of 5% in accordance with the requirements of the FEDERAL TRANSIT ADMINISTRATION (FTA) CONSTRUCTION CLAUSES, Article 29, as contained in Volume 3 of 3 under Addendum No. 2.

DISADVANTAGE BUSINESS ENTERPRISE UTILIZATION GOALS
For
Federal Transit Administration Projects
New York City Department of Transportation

The New York City Department has established the following Disadvantaged Business Enterprise (DBE) utilization goal for this contract. The goal is expressed as a percentage of the total federal share of the contract. It is the Contractor's responsibility to secure DBE participation in the contract work to satisfy this goal, and to document acceptable good-faith efforts taken to fulfill the goal. Utilization is measured as the amount actually paid to DBE's, not the contract bid price for the work.

Disadvantaged Business Enterprise Utilization Goal 5 %

A list of currently certified Disadvantage Business Enterprises can be obtained by contacting the Unified Certification program for NYS on the web:
<http://biznet.nysucp.net/>

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who have the responsibility for effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder-Designated DBE Officer: RAFIK MOAWAD PE, GEN. MGR
(Name, Title)

Telephone: 631-501-0413
Fax Number: 631-501-0319
E-Mail Address RMOAWAD@HASALLC.COM

RETURN THIS PAGE WITH BID

All applicants and recipients shall agree to abide by the statements in paragraphs (1) and (2) listed below:

1. "Policy. It is the policy of USDOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement."
2. "DBE Obligation. The recipient or its contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color national origin, or sex in the award and performance of US DOT assisted contracts.

Because this is a federally funded project with its own DBE requirement (noted above) no separate NYC M/WBE program condition will apply to this contract. Further information or questions can be directed to:

**New York City Department of Design and Construction
Internal Audit Division
Contract Compliance Unit
30-30 Thomson Avenue
New York, LIC 10001
Telephone: (718) 391-1716
Email: LibonatTh@ddc.nyc.gov
Attention: Thomas Libonati, Federal Contracts Compliance Officer**

CITY OF NEW YORK
DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWK1130B

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE

P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

OHOLEI TORAH ELEMENTARY SCHOOL

ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

**INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

PROJECT ID: HWK1130B

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

BID BOOKLET

TABLE OF CONTENTS

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

**CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
SPECIAL NOTICE TO BIDDERS
BID SUBMISSION REQUIREMENTS**

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

1. Bid Schedule and Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1 on Page A-1)
3. Buy America Certification (Appendix A in Addendum No. 2)

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

4. Safety Questionnaire
5. Construction Employment Report (if bid is \$1,000,000 or more)
6. Contract Certificate (if bid is less than \$1,000,000)
7. Confirmation of Vendex Compliance
8. Bidder's Certification of Compliance with Iran Divestment Act
9. Special Experience Requirements (if applicable)
10. ~~Apprenticeship Program Questionnaire (if applicable)~~ N/A
11. NYCDOT DBE Utilization Goal in Compliance with FTA DBE Requirements
(Forms AAP 15, AAP 19 and AAPHC 89 FTA in Addendum No. 2)
12. Disclosure of Lobbying Activities (Appendix A1 in Addendum No. 2)
13. Debarment and Suspension Certification (Appendix A2 in Addendum No. 2) (To be submitted by successful Bidder)

This Contract must meet the requirements of 49 CFR Part 29. As such, the Contractor is required to verify that neither the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 from transactions by any federal department or agency.

**FAILURE TO SUBMIT ITEMS (4) THROUGH (13)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

NOTES:

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391- 2601) or by fax (718-391-2615).
- (3) VENDEX QUESTIONNAIRES: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3, 3a, 3b, and 4 of this Bid Booklet.

SPECIAL NOTICE TO BIDDERS
SPECIAL EXPERIENCE REQUIREMENTS (Revised 02/2014)

- (A) **SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The Special Experience Requirements set forth below apply to the bidder. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

The requirements in this Section (A) apply to this contract where indicated by a blackened box (■).

- The bidder must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or sub-subcontractor.

The Special Experience Requirements next to the blackened box below apply to the bidder. If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. The contractor, subcontractor or sub-subcontractor (hereinafter referred to as the "entity") that will perform any specific area of work indicated by the blackened box below, may have performed the required prior project(s) as a prime contractor, subcontractor, or sub-subcontractor. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

- Trunk Water Main Work:** The entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.
- Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The entity that will perform any BMP Work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

For professional services in connection with BMP Work, (i.e., monitoring and reporting services), the individual who will perform the required services must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. Additional requirements are set forth below.

- The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
- The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.
- Micro-Tunneling/Pipe Jacking Work:** The entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
- OTHER:** _____

(B) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK (to be provided after an award of contract):**

The requirements in this Section (B) apply to this contract where indicated by a blackened box (■).

The Special Experience Requirements set forth below apply to the contractor, subcontractor or sub-subcontractor that will perform the specific area of work. **Compliance with such Special Experience Requirements will be determined solely by the City after an award of contract.** After an award of contract, when requested by the City, the contractor will be required to submit the qualifications of the contractor, subcontractor or sub-subcontractor that will perform the specific area of work. If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

Special Experience Requirements apply to the contractor, subcontractor or sub-subcontractor (hereinafter referred to as the "entity") that will perform any specific area of work indicated by a blackened box. The entity may have performed the required prior project(s) as a prime contractor, subcontractor, or sub-subcontractor.

- Hazmat Work:** Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.
- Pile, CFA Pile, and/or Mini-Pile Work:** The entity that will perform the pile, CFA pile and/or mini-pile work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with Pile Work, (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

- Construction Report, Monitoring And Post-Construction Report, and Continuous Real-Time Monitoring For Vibrations and Movements And Post-Construction Report work:** The entity that will perform the construction monitoring and vibration control work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with reporting and monitoring (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

- OTHER:** _____

(C) **SPECIFICATIONS:** In the event of any conflict, omission or inconsistency between (1) the Specifications and/or Contract Drawings and (2) the Special Experience Requirements in Section (B) of the Special Notice to Bidders, the special experience listed in the Specifications and/or Contract Drawings shall be controlling. The Special Experience Requirements in Section (B) of this Special Notice to Bidders are only listed for the convenience of the bidders.

(D) **SUBMISSION REQUIREMENTS:** For each project submitted to demonstrate compliance with the Special Experience Requirements, the bidder must complete and submit the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

If Special Experience Requirements are indicated for any specific area of work, the submission requirement set forth above shall apply to the entity that will perform the specific area of work.

(E) **CONDITIONS:** In determining compliance with the special experience requirements for the bidder set forth above, the City may consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.

- Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or more from the inception of the bidding entity.
- The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

(F) **JOINT VENTURES:** In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.

Qualification Form

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWK1130B

PIN: 8502014HW0056C

Description and Location of Work:

NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

Documents Available At: 30-30 Thomson Avenue

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

Submission of Bids To:

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

Bid Opening:

30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Time and Date: 11:00 A.M. on APRIL 1, 2014

Pre-Bid Conference:

Yes X No _____
If Yes, Mandatory _____ Optional: X
Time and Date: 10.00 A.M. ; March 21, 2014
Location: 30-30 Thomson Ave. First Floor Bid Procurement Room
Long Island City, New York 11101

Bid Security:

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

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

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

Agency Contact Person:

Lorraine Holley
Phone: 718-391-2601 FAX: 718-391-2615

1. **Participation by Disadvantaged Business Enterprises (DBE)**

1.1. Bidders' attention is called to NYCDOT DBE Utilization Goal in Compliance with FTA DBE Requirements included in the FTA Contract Clauses (annexed to Addendum No. 2). A DBE utilization goal of five percent (5%) has been established for this Contract.

1.2. Bidders are required to document sufficient DBE participation to meet the contract specific goal of five percent (5%) DBE participation or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:

- NYCDOT DBE Utilization Goal Forms attached hereto as part of the FTA DBE Requirements. Please complete and submit with the bid the following (annexed to Addendum No. 2) :
 - a) (Form AAP 15) Please fill out to provide the Name of Bidder's Designated DBE Officer;
 - b) (Form AAP 19 FTA - DBE Schedule of Utilization).

In preparation of the Bid Form, Bidders shall consider the Dollar Value of work to be performed by the potential DBE subcontractors. Please note that for Materials or Suppliers (MS) utilized to attain the project's 5% DBE goal, only 60% of associated supplier contract value could be accounted for the Dollar Value of Utilization.

The following forms shall be provided by the successful bidder:

- Complete form AAPHC 89 FTA (DBE Utilization Worksheet) and 89-1 FTA to report if there has been any changes from original utilization plan (annexed to Addendum No. 2) to be submitted by the successful Bidder as a part of post-bid submission.

2. **Federal Aid Requirements**

2.1. Payments for the Contract Work will be funded in part by Federal funds from the Federal Transit Administration ("FTA") and New York State Department of Transportation (NYSDOT). The receipt of such funds is conditioned upon the Bidder's compliance with certain Federal and State provisions with respect to the submission of bids. The Bidder must comply with the applicable provisions set forth in the FTA Contract Clauses (annexed to Addendum No. 2), as well as Standard Clauses for All New York State Contracts (annexed to Addendum No. 2). The Bidder shall be responsible for submitting all certifications, schedules, documents and any other materials required hereunder.

3. **Federal Requirements Compliance Certifications**

3.1. FTA regulations require Bidders to complete and submit the following certifications which are annexed to the FTA Requirements:

3.1.1. **Buy America Certification (To be submitted with bid)**

- This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 5323(j) and the Federal Transit

Administration's implementing regulations found at 49 C.F.R. Part 661. These regulations require, as a matter of responsiveness, that the Bidder submits with its bid a completed certification in accordance with Part 661.6 or 661.12, as appropriate. These certifications are set forth in this solicitation at Appendix A (annexed to Addendum No. 2). **Bids that are not accompanied by a completed Buy America Certification shall be rejected as non-responsive.**

- If the Bidder seeks a waiver to the Buy America provision, an application for a waiver must be submitted. The application should contain its justification to support the waiver and must be submitted within five (5) working days of the bid opening. (The Bidder is referred to 49 CFR 661.7, for guidance on preparation of a Buy America waiver application).

3.1.2. Debarment and Suspension Certification (To be submitted by successful Bidder)

3.1.2.1. This Contract must meet the requirements of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 from transactions by any federal department or agency.

3.1.2.2. Fill out and submit form on Appendix A2 (annexed to Addendum No. 2).

3.1.2.3. The Contractor must also ensure that they and their subcontractors are not included in the Excluded Parties list by visiting the Federal website and inserting their name in the "search exclusions" in the left hand bar and must provide the printout of the search result that shows that they are not listed in the Excluded Parties list <https://www.epls.gov/>.

3.1.3. Lobbying Certification (To be submitted by successful Bidder)

3.1.3.1. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

3.1.3.2. Fill out and submit form on Appendix A1 (annexed to Addendum No. 2).

3.1.4. Non-Collusive Bidding (See "Standard Clauses for all State Contracts" annexed to Addendum No. 2)

- 3.1.4.1. Both State law and Federal regulation require that for work performed under competitively bid contracts, financed with State and/or Federal funds, contractor submitting bids for such contracts certify that they have not engaged in any activity that would artificially affect prices or restrict competition through the exchange or sharing of information among bidders. In addition, Federal law required that the bidder certify that he/she is an eligible bidder under Federal regulations and is nor under, or about to be faced with, any sanction imposed by any Federal agency.
- 3.1.5. DBE (See FTA Contract Clauses and Appendix B annexed to Addendum No. 2)
- 3.1.6. Federal Davis-Bacon Wage Rates. All Bidders are directed to the specific provisions of the Contract, that Applicable Statutes and Applicable Agreements that mandate compliance with legal requirements related to payment of wages, in particular, Federal Davis-Bacon Wage Rates applicable to the Contract work to be performed by the contractor at the time the work is performed.
- 3.1.6.1. A copy of the current federal Davis-Bacon Wage rates as of the date this IFB was prepared is attached to Addendum No. 2. Bidders and the selected Contractor, if any, shall be responsible for confirming and adhering to the actual Davis-Bacon Wage rates in effect at the time after the issuance of this IFB including, without limitation, during the contract term. Federal Davis-Bacon Wage rates may be accessed through the US department of Labor's Website at: <http://www.wdol.gov/wdol/scafiles/davisbacon/ny.html>.

BID SCHEDULE

NOTICE TO BIDDERS

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

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 52.11D12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications dated August 1, 2009, as amended by Addendum No. 4, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.12D12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Water Main Specifications dated August 1, 2009, and as amended by Addendum No. 4, herein Volume 3 of 3.

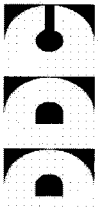
Items listed in the Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.61RE), shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, or the NYCDEP Standard Water Main Specifications, dated August 1, 2009, as applicable, and as amended by Addendum No. 4, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "E" (e.g. E 262400 A), shall comply with the requirements of the corresponding alphanumeric Sections incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-20.07.01) are Street Lighting Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-3.1) are Traffic Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications, except for Item No. "T-60000B which shall comply with the requirements of Section T-60000B in Addendum No. 1, herein Volume 3 of 3.

Items listed in the Bid Schedule beginning with the prefix "UTL-" (e.g. UTL-6.07) are for Gas Cost Sharing (EP-7) work and shall comply with the requirements of Addendum No. 3, herein Volume 3 of 3.



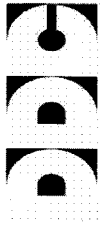
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

02/27/2014
10:00AM
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BID SCHEDULE

- NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 83

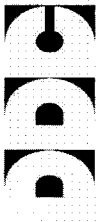


02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.02 AB-R (001)	3,973.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	\$ _____	_____ CTS	\$ _____
4.02 AG (002)	3,426.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ _____	_____ CTS	\$ _____
4.02 CB (003)	1,055.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ _____	_____ CTS	\$ _____
4.02 I4-3 (004)	8,155.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 3" THICK	\$ _____	_____ CTS	\$ _____



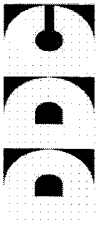
Contract PIN 8502014HW0056C
 Project ID HWK1130B

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

02/27/2014
 10:00AM
 BID PAGES

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.04 BPA (005)	8.0 C.Y.	CONCRETE BASE FOR PAVERS, 4" AND 5" THICK, CLASS B-32	\$		\$	
4.04 CC (006)	1,105.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 8" THICK, CLASS B-32	\$		\$	
4.04 EC (007)	783.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 10" THICK, CLASS B-32	\$		\$	
4.04 H (008)	484.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$		\$	

02/27/2014
10:00AM
BID PAGES

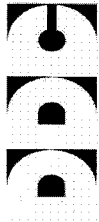


NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	
4.05 AX (009)	202.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	\$ _____	_____ CTS	\$ _____
4.05 B (010)	387.0 C.Y.	REINFORCED CONCRETE PAVEMENT (FULL WIDTH PAVEMENT)	\$ _____	_____ CTS	\$ _____
4.06 (011)	133.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$ _____	_____ CTS	\$ _____
4.06 CPW (012)	80.0 C.Y.	CAST-IN-PLACE CONCRETE PLANTER WALL	\$ _____	_____ CTS	\$ _____

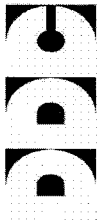
02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.07 CB (013)	427.0 L.F.	NEW GRANITE CURB, STRAIGHT	\$ _____	_____	\$ _____	_____
4.07 CC (014)	50.0 L.F.	NEW GRANITE CURB, CORNER	\$ _____	_____	\$ _____	_____
4.08 AA (015)	965.0 L.F.	CONCRETE CURB (18" DEEP)	\$ _____	_____	\$ _____	_____
4.09 AD (016)	623.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	\$ _____	_____	\$ _____	_____

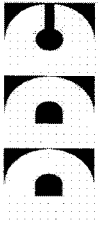


02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	
4.09 ADB (017)	3,220.0 I.F.	STRAIGHT STEEL FACED CONCRETE CURB (20" DEEP)	\$ _____	_____	\$ _____
4.09 AE (018)	250.0 I.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$ _____	_____	\$ _____
4.09 AF (019)	408.0 I.F.	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	\$ _____	_____	\$ _____
4.09 BD (020)	34.0 I.F.	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	\$ _____	_____	\$ _____



02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	
4.09 BDB (021)	100.0 I.F.	DEPRESSED STEEL FACED CONCRETE CURB (20" DEEP)	\$	—	\$
4.09 CD (022)	449.0 I.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$	—	\$
4.09 CDB (023)	910.0 I.F.	CORNER STEEL FACED CONCRETE CURB (20" DEEP)	\$	—	\$
4.11 CA (024)	998.0 C.Y.	FILL, PLACE MEASUREMENT			



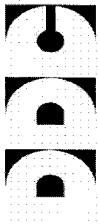
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BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.13 AAS (025)	99,216.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$	—	\$	—
4.13 BAS (026)	12,820.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$	—	\$	—
4.13 DE (027)	751.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$	—	\$	—
4.14 (028)	22,037.0 LBS.	STEEL REINFORCEMENT BARS	\$	—	\$	—

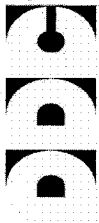
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 10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.14 W (029)	639.0 LBS.	WELDED STEEL WIRE FABRIC	\$ _____	_____	\$ _____	_____
4.15 (030)	343.0 C.Y.	TOPSOIL	\$ _____	_____	\$ _____	_____
4.15 SS (031)	1,219.0 C.Y.	STRUCTURAL SOIL FOUNDATION MATERIAL	\$ _____	_____	\$ _____	_____
4.16 AA (032)	14.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$ _____	_____	\$ _____	_____

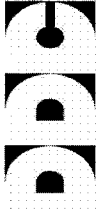


02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.16 AB (033)	9.0 EACH	TREES REMOVED (12" TO UNDER 18" CALIPER)	\$ _____	_____	\$ _____	_____
4.16 AC (034)	1.0 EACH	TREES REMOVED (18" TO UNDER 24" CALIPER)	\$ _____	_____	\$ _____	_____
4.16 AD (035)	2.0 EACH	TREES REMOVED (24" CALIPER AND OVER)	\$ _____	_____	\$ _____	_____
4.16 BA (036)	13.0 EACH	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	\$ _____	_____	\$ _____	_____

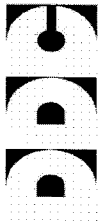


Contract PIN 8502014HW0056C
 Project ID HWK1130B

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

02/27/2014
 10:00AM
 BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
4.16 BA510 (037)	60.0 EACH	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITTS	\$ _____	_____	\$ _____	_____
4.16 STUMP (038)	4.0 UNITS	STUMP REMOVAL	\$ _____	_____	\$ _____	_____
4.18 A (039)	25.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$ _____	_____	\$ _____	_____
4.18 B (040)	3.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$ _____	_____	\$ _____	_____

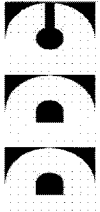


02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
4.18 C (041)	1.0 EACH	MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	\$ _____	_____	\$ _____	_____
4.20 (042)	185.0 S.Y.	SEEDING	\$ _____	_____	\$ _____	_____
4.21 (043)	254.0 P/HR	TREE CONSULTANT	\$ _____	_____	\$ _____	_____
50.21C3C024D (044)	24.0 L.F.	24" R.C.P. CLASS III COMBINED SEWER, ON CONCRETE CRADLE	\$ _____	_____	\$ _____	_____

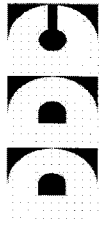


02/27/2014
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
50.31CC12 (045)	100.0 L.F.	12" E.S.V.P. COMBINED SEWER, ON CONCRETE CRADLE	\$	—	\$	—
50.31CC15 (046)	989.0 L.F.	15" E.S.V.P. COMBINED SEWER, ON CONCRETE CRADLE	\$	—	\$	—
50.71C12D00 (047)	83.0 L.F.	RECONSTRUCTION OF EXISTING 12" DIAMETER CIRCULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	\$	—	\$	—
51.11P008 (048)	1.0 EACH	STANDARD 8'-0" DIAMETER PRECAST MANHOLE	\$	—	\$	—



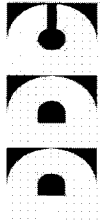
02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
51.21S0A1000E (049)	2.0 EACH	STANDARD MANHOLE TYPE A-1 ON EXISTING SEWER	\$ _____	_____	\$ _____	_____
51.21S0A1000V (050)	13.0 EACH	STANDARD MANHOLE TYPE A-1	\$ _____	_____	\$ _____	_____
51.21S0A2000V (051)	5.0 EACH	STANDARD MANHOLE TYPE A-2	\$ _____	_____	\$ _____	_____
51.21S0E2000V (052)	2.0 EACH	STANDARD MANHOLE TYPE B-2	\$ _____	_____	\$ _____	_____

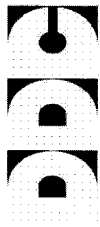
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10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
51.23RF (053)	6.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$	—	\$	—
51.41S001 (054)	33.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$	—	\$	—
51.42B1W (055)	6.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$	—	\$	—
52.11D12 (056)	907.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$	—	\$	—

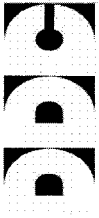


02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
52.21V08 (057)	8.0 V.F.	8" E.S.V.P. RISER FOR HOUSE CONNECTION	\$		\$	
52.31V06C12 (058)	1.0 EACH	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 12" E.S.V.P. COMBINED SEWER	\$		\$	
52.31V06C15 (059)	7.0 EACH	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 15" E.S.V.P. COMBINED SEWER	\$		\$	
52.31V08C15 (060)	2.0 EACH	8" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 15" E.S.V.P. COMBINED SEWER	\$		\$	

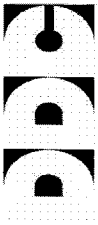


02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	
52.41V06N (061)	131.0 I.F.	NEW 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE Unit price bid shall not be greater than: \$ 75.00	\$ _____	_____	\$ _____
52.41V06R (062)	47.0 I.F.	6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ _____	_____	\$ _____
52.41V08R (063)	22.0 I.F.	8" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ _____	_____	\$ _____
52.51RP (064)	2.0 EACH	REMOVAL OF PROTRUDING SERVICE CONNECTIONS	\$ _____	_____	\$ _____



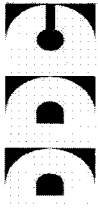
02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
52.61RC (065)	2.0 EACH	RE-OPENING OF SERVICE CONNECTIONS	\$ _____	_____	\$ _____	_____
53.11DR (066)	1,355.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ _____	_____	\$ _____	_____
54.12CS (067)	1,403.0 C.Y.	CLEANING OF DRAINAGE STRUCTURES	\$ _____	_____	\$ _____	_____
55.11AB (068)	26.0 EACH	ABANDONING BASINS AND INLETS	\$ _____	_____	\$ _____	_____

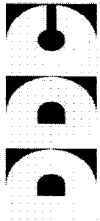
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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.01 AA (069)	1.0 I.S.	CLEARING AND GRUBBING	\$	—	\$	—
6.02 AAN (070)	7,765.0 C.Y.	UNCLASSIFIED EXCAVATION	\$	—	\$	—
6.02 XHEC (071)	133.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$	—	\$	—
6.02 XSCW (072)	488.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$	—	\$	—



02/27/2014
10:00AM
BID PAGES

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

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			DOLLARS	CTS	DOLLARS	CTS
6.05 DP (073)	1,212.0 S.F.	RESTORATION OF DISTINCTIVE PAVEMENT	\$ _____	_____	\$ _____	_____
6.06 AB (074)	62.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	\$ _____	_____	\$ _____	_____
6.18 OSF (075)	216.0 L.F.	ORNAMENTAL STEEL FENCE	\$ _____	_____	\$ _____	_____
6.18 RXSI (076)	583.0 L.F.	REMOVE, STORE AND REINSTALL EXISTING IRON PICKET FENCE	\$ _____	_____	\$ _____	_____

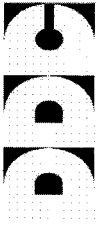
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			DOLLARS	CTS	
6.22 F (077)	6,380.0 LBS.	ADDITIONAL HARDWARE	\$ _____	_____ CTS	\$ _____
6.23 AB (078)	3.0 EACH	REMOVE EXISTING FIRE ALARM POST	\$ _____	_____ CTS	\$ _____
6.23 BA (079)	3.0 EACH	FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	\$ _____	_____ CTS	\$ _____
6.23 BD (080)	300.0 L.F.	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	\$ _____	_____ CTS	\$ _____

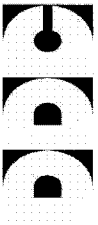


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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.23 BFB (081)	3.0 EACH	FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	\$		\$	
6.23 BGS (082)	70.0 L.F.	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	\$		\$	
6.23 BH (083)	3.0 EACH	FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	\$		\$	
6.23 BP (084)	3.0 SETS	FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMBERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	\$		\$	

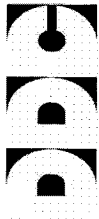


Contract PIN 8502014HW0056C
 Project ID HWK1130B

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

02/27/2014
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			DOLLARS	CTS	DOLLARS	CTS
6.23 XBE (085)	1,008.0 L.F.	FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)	\$ _____	_____	\$ _____	_____
6.25 RS (086)	5,144.0 S.F.	TEMPORARY SIGNS	\$ _____	_____	\$ _____	_____
6.26 (087)	8,957.0 L.F.	TIMBER CURB	\$ _____	_____	\$ _____	_____
6.27 BS (088)	3.0 EACH	DEMOLITION OF BUS SHELTER	\$ _____	_____	\$ _____	_____



02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.27 DB (089)	20.0 EACH	DEMOLITION, REMOVAL AND DISPOSAL OF CONCRETE BARRIERS	\$ _____	_____	\$ _____	_____
6.27 DBR (090)	1.0 L.S.	DEMOLITION, REMOVAL AND DISPOSAL OF POSTS & RAILINGS	\$ _____	_____	\$ _____	_____
6.28 AA (091)	3,432.0 L.F.	LIGHTED TIMBER BARRICADES	\$ _____	_____	\$ _____	_____
6.30 AR (092)	134.0 L.F.	REMOVE EXISTING GUIDE RAIL	\$ _____	_____	\$ _____	_____

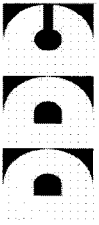
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
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			DOLLARS	CTS	DOLLARS	CTS
6.30 MB (093)	1.0 L.S.	REMOVAL OF METAL BARRIER	\$ _____	_____	\$ _____	_____
6.34 X (094)	264.0 L.F.	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE	\$ _____	_____	\$ _____	_____
6.36 DR (095)	11.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	\$ _____	_____	\$ _____	_____
6.40 D (096)	18.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE D)	\$ _____	_____	\$ _____	_____



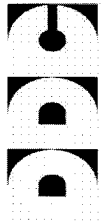
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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.43 (097)	1,882.0 SETS	PHOTOGRAPHS	\$ _____	_____	\$ _____	_____
6.44 (098)	43,183.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ _____	_____	\$ _____	_____
6.44 POR (099)	261.0 S.Y.	RED BUS LANE PAVEMENT OVERLAY	\$ _____	_____	\$ _____	_____
6.49 (100)	1,008.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ _____	_____	\$ _____	_____

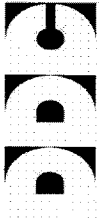
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 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
 Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.50 (101)	15.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$		\$	
6.52 CG (102)	4,689.0 P/HR	CROSSING GUARD	\$		\$	
6.53 (103)	21,740.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$		\$	
6.55 (104)	12,145.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$		\$	



02/27/2014
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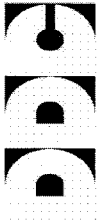
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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN
Project ID

8502014HW0056C
HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.59 P (105)	600.0 L.F.	TEMPORARY CONCRETE BARRIER	\$ _____	_____	\$ _____	_____
6.60 B (106)	52.0 S.Y.	FURNISH AND INSTALL ASPHALT BLOCK PAVERS	\$ _____	_____	\$ _____	_____
6.67 (107)	359.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ _____	_____	\$ _____	_____
6.68 (108)	1,399.0 S.Y.	PLASTIC FILTER FABRIC	\$ _____	_____	\$ _____	_____

02/27/2014
10:00AM
BID PAGES



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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	
6.75 (109)	420.0 C.Y.	GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	\$ _____	_____	\$ _____
6.82 A (110)	463.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ _____	_____	\$ _____
6.82 B (111)	665.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ _____	_____	\$ _____
6.83 AA (112)	359.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ _____	_____	\$ _____

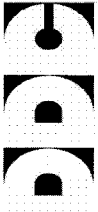
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	
6.83 AB (113)	1,147.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ _____	_____	\$ _____
6.83 AR (114)	532.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$ _____	_____	\$ _____
6.83 BA (115)	891.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ _____	_____	\$ _____
6.83 BB (116)	1,147.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ _____	_____	\$ _____

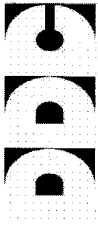


02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
6.84 B (117)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 17,500.00	\$ 17,500.00		\$ 17,500.00	
6.85 A (118)	1.0 F.S.	TRAFFIC ENFORCEMENT AGENTS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 2,095,701.57	\$ 2,095,701.57		\$ 2,095,701.57	
6.86 AA (119)	60.0 S.F.	FURNISHING NEW STREET NAME SIGNS	\$		\$	
6.86 AB (120)	103.0 L.F.	FURNISHING NEW STREET NAME SIGN POSTS	\$		\$	

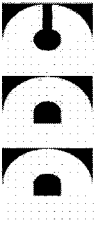


02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.86 BA (121)	60.0 S.F.	INSTALLING STREET NAME SIGNS	\$ _____	_____	\$ _____	_____
6.86 BB (122)	103.0 L.F.	INSTALLING STREET NAME SIGN POSTS	\$ _____	_____	\$ _____	_____
6.87 (123)	4,684.0 EACH	PLASTIC BARRELS	\$ _____	_____	\$ _____	_____
6.91 (124)	8,970.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ _____	_____	\$ _____	_____

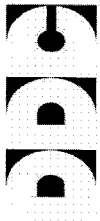


Contract PIN 8502014HW0056C
 Project ID HWK1130B

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

02/27/2014
 10:00AM
 BID PAGES

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			DOLLARS	CTS	
6.99 (125)	1.0 I.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$	—	\$
60.11R516 (126)	50.0 I.F.	FURNISHING AND DELIVERING 16-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$	—	\$
60.11R520 (127)	1,211.0 I.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$	—	\$
60.11R530 (128)	11.0 I.F.	FURNISHING AND DELIVERING 30-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$	—	\$



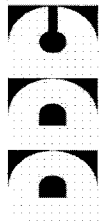
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
60.11R606 (129)	245.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____	_____ CTS
60.11R608 (130)	419.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____	_____ CTS
60.11R612 (131)	1,330.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____	_____ CTS
60.12D06 (132)	310.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____ CTS	\$ _____	_____ CTS

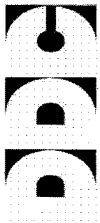
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10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
60.12D08 (133)	485.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$	—	\$	—
60.12D12 (134)	1,550.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$	—	\$	—
60.12D16 (135)	56.0 L.F.	LAYING 16-INCH DUCTILE IRON PIPE AND FITTINGS	\$	—	\$	—
60.12D20 (136)	1,385.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$	—	\$	—

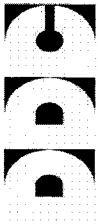


02/27/2014
10:00AM
BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	
60.12D30 (137)	19.0 L.F.	LAYING 30-INCH DUCTILE IRON PIPE AND FITTINGS	\$	—	\$
60.13M0A24 (138)	44.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$	—	\$
61.11DMM06 (139)	10.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	—	\$
61.11DMM08 (140)	3.0 EACH	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	—	\$

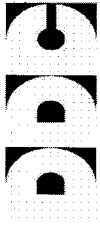


Contract PIN 8502014HW0056C
Project ID HWK1130B

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

02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
61.11DMM12 (141)	6.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.11DMM20 (142)	5.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.11TWC03 (143)	8.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.11TWC04 (144)	8.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	

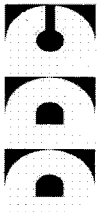


02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
61.11TWC06 (145)	2.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.12DMM06 (146)	10.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.12DMM08 (147)	3.0 EACH	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.12DMM12 (148)	6.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$

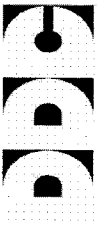


02/27/2014
10:00AM
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			DOLLARS	CTS	
61.12DM20 (149)	5.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____
61.12TWC03 (150)	5.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____
61.12TWC04 (151)	5.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____
61.12TWC06 (152)	2.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____



02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
62.11SD (153)	10.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$	-	\$	-
62.12SG (154)	10.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	-	\$	-
62.13RH (155)	10.0 EACH	REMOVING HYDRANTS	\$	-	\$	-
62.14FS (156)	20.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$	-	\$	-

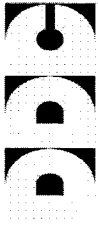
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 10:00AM
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 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	
63.11VC (157)	20.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ _____	_____ CTS	\$ _____
64.11EL (158)	11.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ _____	_____ CTS	\$ _____
64.11ST (159)	20.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ _____	_____ CTS	\$ _____
64.12GOEG (160)	10.0 I.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____

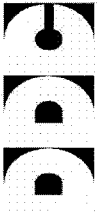


02/27/2014
10:00AM
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			DOLLARS	CTS	
64.12COLT (161)	10.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____
64.12ESEG (162)	65.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____
64.12ESLT (163)	65.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____
64.13WC12 (164)	3.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ _____	_____ CTS	\$ _____

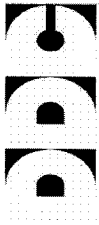


02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
64.13WC20 (165)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$		\$	
65.11BR (166)	1,063.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$		\$	
65.21PS (167)	3,286.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	\$		\$	
65.31FF (168)	30,056.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	\$		\$	



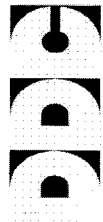
02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
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			DOLLARS	CTS	DOLLARS	CTS
65.71SG (169)	194.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ _____	_____ CTS	\$ _____	_____ CTS
7.07 A (170)	12.0 EACH	REMOVING EXISTING STEEL BOLLARDS	\$ _____	_____ CTS	\$ _____	_____ CTS
7.13 B (171)	12.0 MONTH	MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 7,500.00	\$ _____	_____ CTS	\$ _____	_____ CTS
7.16 D (172)	6.0 C.Y.	TEST PITS	\$ _____	_____ CTS	\$ _____	_____ CTS

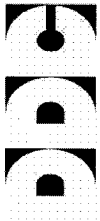
02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

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			DOLLARS	CTS	DOLLARS	CTS
7.19 (173)	44.0 L.F.	LOAD TRANSFER JOINT	\$ _____	_____	\$ _____	_____
7.30 A (174)	642.0 C.Y.	REMOVAL OF TRACK	\$ _____	_____	\$ _____	_____
7.36 (175)	6,646.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ _____	_____	\$ _____	_____
7.49 C (176)	1,430.0 L.F.	STEEL TREE PIT GUARD TYPE C	\$ _____	_____	\$ _____	_____

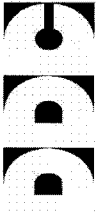


02/27/2014
10:00AM
BID PAGES

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

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			DOLLARS	CTS	
7.88 AA (177)	1.0 I.S.	RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 8,700.00	\$ _____	_____	\$ _____
7.88 AB (178)	1,565.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	\$ _____	_____	\$ _____
7.88 AC (179)	1,565.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	\$ _____	_____	\$ _____
7.88 AD (180)	119.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	\$ _____	_____	\$ _____

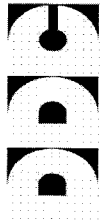


02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	
70.31FN (181)	4,427.0 L.F.	FENCING Unit price bid shall not be less than: \$ 2.00	\$ _____	_____	\$ _____
70.51EO (182)	72.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	\$ _____	_____	\$ _____
70.61RE (183)	76.0 C.Y.	ROCK EXCAVATION	\$ _____	_____	\$ _____
70.71SB (184)	72.0 C.Y.	STONE BALLAST Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____

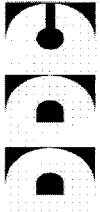


02/27/2014
10:00AM
BID PAGES

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
70.81CB (185)	160.0 C.Y.	CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____	_____
70.91SW12 (186)	9,730.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ _____	_____	\$ _____	_____
70.91SW20 (187)	14,933.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ _____	_____	\$ _____	_____
72.11HF (188)	97.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ _____	_____	\$ _____	_____



02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
73.11AB (189)	57.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ _____	_____	\$ _____	_____
73.21AC (190)	294.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ _____	_____	\$ _____	_____
73.31AE0 (191)	2.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	\$ _____	_____	\$ _____	_____
73.41AG (192)	294.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____	_____

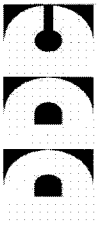


02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	
73.51AS (193)	675.0 LBS.	ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	\$ _____	_____	\$ _____
8.02 A (194)	11,784.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ _____	_____	\$ _____
8.02 B (195)	262.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ _____	_____	\$ _____
8.08 VMS (196)	1.0 EACH	VARIABLE MESSAGE SIGN	\$ _____	_____	\$ _____

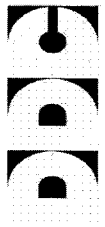


02/27/2014
10:00AM
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			DOLLARS	CTS	
8.22 D (197)	48.0 S.F.	THREE PLY MEMBRANE WATERPROOFING	\$		\$
8.32 (198)	400.0 S.Y.	BARK CHIP MULCH	\$		\$
8.52 FP (199)	11,339.0 LIBS.	STEEL FOUNDATION PLATE	\$		\$
8.52 PT-A (200)	10.0 EACH	PAVING TRAY (PATHWAY TOTEM)	\$		\$



02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	
8.52 PT-B (201)	61.0 EACH	PAVING TRAY (AREA TOTEM)	\$ _____	_____	\$ _____
9.00 C (202)	9,042.0 C.F.	EXPLORATORY TEST PITS	\$ _____	_____	\$ _____
9.04 HW (203)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 75,900.00	\$ 75,900.00	_____	\$ 75,900.00
9.99 (204)	6.0 EACH	FLASHING ARROW BOARD	\$ _____	_____	\$ _____

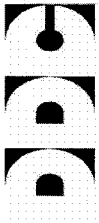
02/27/2014
10:00AM
BID PAGES



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
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			DOLLARS	CTS	DOLLARS	CTS
9.99 AM (205)	2.0 MONTH	FLASHING ARROW BOARD WITH IMPACT ATTENUATOR	\$	—	\$	—
E 262400 A (206)	2.0 EACH	INSTALLING TEMPORARY FARE MACHINE HOOK UPS	\$	—	\$	—
E 262400 AR (207)	2.0 EACH	REMOVING TEMPORARY FARE MACHINE HOOK UPS	\$	—	\$	—
HW-900 (208)	1.0 F.S.	ALLOWANCE FOR MAXIMUM INCENTIVE FOR EARLY COMPLETION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 500,000.00	\$	500,000.00	\$	500,000.00

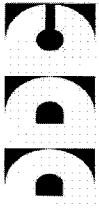


02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
HW-900H (209)	1.0 F.S.	ALLOWANCE FOR CITY WORK ACCELERATION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 600,000.00	\$ 600,000.00		\$ 600,000.00	
HW-914 (210)	1.0 F.S.	ALLOWANCE FOR WAYFINDING TOTEMS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 923,000.00	\$ 923,000.00		\$ 923,000.00	
SL-20.02.02 (211)	10.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$		\$	
SL-20.02.02A (212)	26.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION AS PER DWG. #-3788A FOR INSTALLING TYPE 30' DAVIT LAMPOST. PRICE PER UNIT ITEM.	\$		\$	

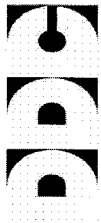


02/27/2014
10:00AM
BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
SL-20.07.01 (213)	5.0 EACH	FURNISH AND INSTALL ADDITIONAL RIGID CONDUIT BEND, SIZE AS ORDERED. USE THIS ITEM WHEN INSTALLING A NEW FOUNDATION.	\$	—	\$	—
SL-20.08.01 (214)	21.0 EACH	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	\$	—	\$	—
SL-21.03.02 (215)	7.0 EACH	FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPOST WITH TRANSFORMER BASE	\$	—	\$	—
SL-21.03.24 (216)	14.0 EACH	FURNISH AND INSTALL 2S,6S,8S,12S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG, J-5309.	\$	—	\$	—



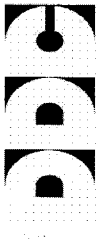
02/27/2014
10:00AM
BID PAGES

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

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			DOLLARS	CTS	DOLLARS	CTS
SL-21.03.25 (217)	15.0 EACH	FURNISH AND INSTALL TYPE 2T, 4T, 6T, 8T OR 12T FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG J-5309.	\$	—	\$	—
SL-21.03.28 (218)	8.0 EACH	FURNISH AND INSTALL TYPE 4S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER STD. DWG-J5308	\$	—	\$	—
SL-21.09.05 (219)	26.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$	—	\$	—
SL-21.09.08 (220)	3.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.)	\$	—	\$	—

02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-21.09.09 (221)	17.0 EACH	REMOVE F. S. SPUN ALUMINUM, #10, ETC LAMPPOST, WITH ARMS (S), LUMINAIRE (S), ETC., WITH ALL ATTACHMENTS, IF ANY. REMOVE PORTION OF FOUNDATION. RESTORE TO SURROUNDING CONDITIONS.	\$	—	\$	—
SL-22.03.17 (222)	2.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 100 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 55 VOLT LAMP.	\$	—	\$	—
SL-22.03.18 (223)	9.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	\$	—	\$	—



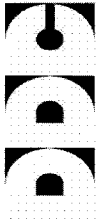
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			DOLLARS	CTS	DOLLARS	CTS
SL-22.16.05 (224)	55.0 EACH	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	\$ _____	_____	\$ _____	_____
SL-24.02.02 (225)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 FT. ARM ON LAMPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	\$ _____	_____	\$ _____	_____
SL-24.02.16 (226)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 6 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGs H-5159 OR H-5255.	\$ _____	_____	\$ _____	_____
SL-24.02.22 (227)	2.0 EACH	FURNISH AND INSTALL 2 Ft. STEEL ARM ON METAL LAMPOST.	\$ _____	_____	\$ _____	_____

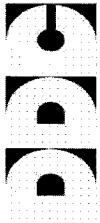
02/27/2014
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			DOLLARS	CTS	DOLLARS	CTS
SL-24.02.39 (228)	3.0 EACH	FURNISH AND INSTALL FABRICATED STEEL "DAVIT" TYPE SHAFT EXTENSION (SINGLE ARM) ARM ON M-2 TRAFFIC POST.	\$ _____	_____	\$ _____	_____
SL-26.01.01 (229)	9.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ _____	_____	\$ _____	_____
SL-26.01.04 (230)	39.0 EACH	FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	\$ _____	_____	\$ _____	_____
SL-26.06.02 (231)	4.0 EACH	FURNISH AND INSTALL LED FIRE ALARM LUMINAIRES.	\$ _____	_____	\$ _____	_____



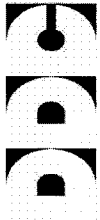
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			DOLLARS	CTS	
SL-28.01.02 (232)	7.0 EACH	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP IN DIRT AREA, BURIED BOX, SIDEWALK OR ROADWAY BOX, AS PER DRAWING H-5019.	\$ _____	_____ CTS	\$ _____
SL-29.01.01 (233)	6.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	\$ _____	_____ CTS	\$ _____
SL-33.01.02 (234)	2,000.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	\$ _____	_____ CTS	\$ _____
SL-33.02.02 (235)	1,000.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	\$ _____	_____ CTS	\$ _____

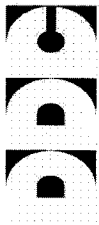
02/27/2014
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 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
SL-35.01.03 (236)	100.0 L.F.	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA.	\$ _____	_____	\$ _____	_____
SL-35.01.04 (237)	100.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	\$ _____	_____	\$ _____	_____
SL-35.03.03 (238)	500.0 L.F.	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ _____	_____	\$ _____	_____
SL-35.03.04 (239)	200.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ _____	_____	\$ _____	_____

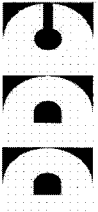


02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
SL-37.05.09 (240)	7.0 EACH	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179B.	\$ _____	_____	\$ _____	_____
T-1.1 (241)	4.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ _____	_____	\$ _____	_____
T-1.18 (242)	3.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ _____	_____	\$ _____	_____
T-1.20 (243)	7.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$ _____	_____	\$ _____	_____

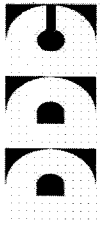


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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

02/27/2014
 10:00AM
 BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
T-1.29 (244)	1.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$	-	\$	-
T-1.3 (245)	7.0 EACH	INSTALL TYPE "M2-5s" FOUNDATION	\$	-	\$	-
T-2.1 (246)	4.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$	-	\$	-
T-2.16 (247)	5.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$	-	\$	-



02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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			DOLLARS	CTS	DOLLARS
T-2.22 (248)	3.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____	\$ _____
T-2.24 (249)	7.0 EACH	REMOVE TYPE "M" SERIES POST	\$ _____	_____	\$ _____
T-2.28 (250)	2.0 EACH	REMOVE MAST ARM FROM ANY POST	\$ _____	_____	\$ _____
T-2.31 (251)	2.0 EACH	REMOVE STREET LIGHT ARM AND POST, AND RESTORE AREA TO MATCH EXISTING	\$ _____	_____	\$ _____

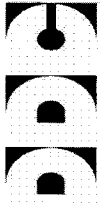
02/27/2014
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			DOLLARS	CTS	DOLLARS	CTS
T-2.32 (252)	5.0 EACH	INSTALL STREET LIGHT LUMINAIRE SUPPORT ARM ON "M-2" POST	\$ _____	_____	\$ _____	_____
T-2.4 (253)	7.0 EACH	INSTALL TYPE "M-2" POST	\$ _____	_____	\$ _____	_____
T-2.6 (254)	1.0 EACH	INSTALL 5 FOOT MAST ARM EXTENSION W/CUSTOM FINISH	\$ _____	_____	\$ _____	_____
T-20000 (255)	4.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ _____	_____	\$ _____	_____

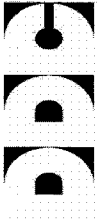


02/27/2014
10:00AM
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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			DOLLARS	CTS	DOLLARS	CTS
T-20020 (256)	12.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ _____	_____	\$ _____	_____
T-20160 (257)	7.0 EACH	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	\$ _____	_____	\$ _____	_____
T-20184 (258)	6.0 EACH	a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	\$ _____	_____	\$ _____	_____
T-20220 (259)	28.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ _____	_____	\$ _____	_____

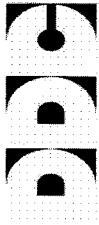


02/27/2014
10:00AM
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			DOLLARS	CTS	DOLLARS	CTS
T-3.1 (260)	23.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ _____	_____	\$ _____	_____
T-3.12 (261)	1.0 EACH	FURNISH AND INSTALL LOUVERS ON SIGNAL UNIT	\$ _____	_____	\$ _____	_____
T-3.13 (262)	1.0 EACH	REORIENT SIGNAL FACE	\$ _____	_____	\$ _____	_____
T-3.18 (263)	9.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ _____	_____	\$ _____	_____

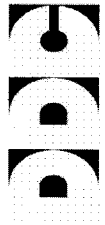


02/27/2014
10:00AM
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			DOLLARS	CTS	DOLLARS	CTS
T-3.2 (264)	1.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	\$ _____	_____	\$ _____	_____
T-3.21 (265)	31.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ _____	_____	\$ _____	_____
T-3.26 (266)	2.0 EACH	REMOVE STREET LIGHT LUMINAIRE AND PHOTO ELECTRIC CONTROL FROM STREET LIGHT ARM	\$ _____	_____	\$ _____	_____
T-3.27 (267)	2.0 EACH	INSTALL STREET LIGHT LUMINAIRE AND PHOTO ELECTRIC CONTROL ON STREET LIGHT MAST	\$ _____	_____	\$ _____	_____

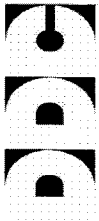


02/27/2014
10:00AM
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			DOLLARS	CTS	DOLLARS	CTS
T-3.28 (268)	1.0 EACH	INSTALL LONG VISORS ON SIGNAL UNITS	\$ _____	_____	\$ _____	_____
T-3.6 (269)	32.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ _____	_____	\$ _____	_____
T-3.7 (270)	2.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT OR PEDESTRIAN SIGNAL ON ANY OTHER STRUCTURE	\$ _____	_____	\$ _____	_____
T-30013L (271)	21.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ _____	_____	\$ _____	_____



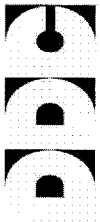
02/27/2014
10:00AM
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			DOLLARS	CTS	DOLLARS	CTS
T-30080 (272)	1.0 EACH	FURNISH TUNNEL-TYPE VISORS FOR 8" & 12" VEHICULAR TRAFFIC SIGNAL.	\$ _____	_____	\$ _____	_____
T-31200 (273)	1.0 EACH	e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____	_____
T-31210 (274)	19.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____	_____
T-31215 (275)	3.0 EACH	b) "2MS"	\$ _____	_____	\$ _____	_____

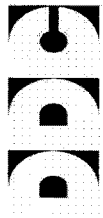
02/27/2014
 10:00AM
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 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
T-31225 (276)	3.0 EACH	c) "3MS"	\$	—	\$	—
T-31235 (277)	2.0 EACH	d) "4MS"	\$	—	\$	—
T-31340 (278)	2.0 EACH	f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$	—	\$	—
T-31351 (279)	16.0 EACH	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$	—	\$	—



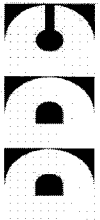
02/27/2014
10:00AM
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			DOLLARS	CTS	
T-33000L (280)	28.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ _____	_____ CTS	\$ _____
T-33001-L (281)	6.0 EACH	FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	\$ _____	_____ CTS	\$ _____
T-4.1 (282)	1.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ _____	_____ CTS	\$ _____
T-4.8 (283)	1.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ _____	_____ CTS	\$ _____

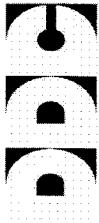
02/27/2014
 10:00AM
 BID PAGES



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			DOLLARS	CTS	DOLLARS	CTS
T-5.1 (284)	400.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$	—	\$	—
T-5.18 (285)	10.0 L.F.	FURNISH AND INSTALL 2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$	—	\$	—
T-5.2 (286)	570.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$	—	\$	—
T-5.32 (287)	570.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$	—	\$	—

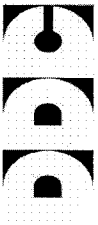


02/27/2014
10:00AM
BID PAGES

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	
T-5.7 (288)	30.0 L.F.	FURNISH AND INSTALL ADDITIONAL 2" RIGID UNDERGROUND CONDUIT	\$ _____	_____ CTS	\$ _____
T-6.1 (289)	100.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	\$ _____	_____ CTS	\$ _____
T-6.10 (290)	2,900.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ _____	_____ CTS	\$ _____
T-6.11 (291)	100.0 L.F.	REMOVE OVERHEAD CABLE AND SUPPORTS	\$ _____	_____ CTS	\$ _____

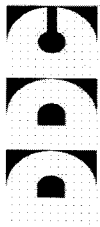


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 Project ID HWK1130B

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

02/27/2014
 10:00AM
 BID PAGES

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			DOLLARS	CTS	
T-6.2 (292)	2,900.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$		\$
T-6.7 (293)	100.0 L.F.	INSTALL MULTIPLE CABLE AND SUPPORTS ON STRUCTURE	\$		\$
T-60000B (294)	1,600.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$		\$
T-60040 (295)	800.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$		\$



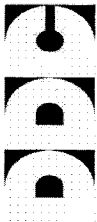
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BID PAGES

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

Contract PIN 8502014HW0056C
Project ID HWK1130B

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-60190 (296)	1,900.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ _____	_____ CTS	\$ _____	_____ CTS
T-7.50 (297)	1.0 EACH	REMOVE (1812) HAND BOX OR PULL BOX IN PAVED SIDEWALK	\$ _____	_____ CTS	\$ _____	_____ CTS
T-79999 (298)	1.0 EACH	FURNISH ADVANCED SOLID STATE TRF CONTROLLER (6 LOAD SWITCH) .	\$ _____	_____ CTS	\$ _____	_____ CTS
T-8.8 (299)	7.0 EACH	INSTALL CONCRETE PYLON	\$ _____	_____ CTS	\$ _____	_____ CTS

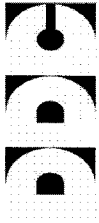
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BID PAGES



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

Contract PIN 8502014HW0056C
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			DOLLARS	CTS	
T-8.9 (300)	7.0 EACH	REMOVE CONCRETE PYLON	\$ _____	_____ CTS	\$ _____
T-81000 (301)	6.0 EACH	FURNISH CONCRETE PYLON	\$ _____	_____ CTS	\$ _____
UTL-6.01.1 (302)	3.0 EACH	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 1,040.00	\$ _____	_____ CTS	\$ _____
UTL-6.01.8 (303)	10.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (\$6.01) Unit price bid shall not be less than: \$ 465.00	\$ _____	_____ CTS	\$ _____



02/27/2014
10:00AM
BID PAGES

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.01.9 (304)	6.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	\$ _____	_____	\$ _____	_____
UTL-6.02 (305)	6.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 715.00	\$ _____	_____	\$ _____	_____
UTL-6.03 (306)	100.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____	_____
UTL-6.03.1 (307)	50.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 25.00	\$ _____	_____	\$ _____	_____

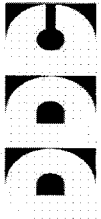
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BID PAGES



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

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			DOLLARS	CTS	DOLLARS	CTS
UTL-6.04 (308)	3.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$ 35.00	\$ _____	_____	\$ _____	_____
UTL-6.05 (309)	3.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05) Unit price bid shall not be less than: \$ 65.00	\$ _____	_____	\$ _____	_____
UTL-6.06 (310)	150.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	\$ _____	_____	\$ _____	_____
UTL-6.07 (311)	10.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	\$ _____	_____	\$ _____	_____



02/27/2014
10:00AM
BID PAGES

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014HW0056C
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			DOLLARS	CTS	DOLLARS
					CTS
UTL-GCS-2WS (312)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 10,000.00	\$ 10,000.00	---	\$ 10,000.00

02/27/2014
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BID PAGES



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

Contract PIN 8502014HW0056C
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.39 A (313)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$	
SUB-TOTAL:					\$	
TOTAL BID PRICE:					\$	

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.

THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

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

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

PROJECT ID: HWK1130B

**GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE
IN PREPARATION OF RESURFACING THEREON BY OTHERS
AT DESIGNATED LOCATIONS AS REQUIRED**

**Together With All Work Incidental Thereto
CITY-WIDE
CITY OF NEW YORK**

Name of Bidder: _____

Date of Bid Opening: _____

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

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Fax Number: _____

Bidder's E-Mail Address: _____

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

BID FORM

The above-named Bidder affirms and declares:

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

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

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

6. Compliance Report

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

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

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

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

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

BID FORM

PROJECT ID. HWK1130B

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

TOTAL BID PRICE: \$ _____
(a/k/a BID PROPOSAL)

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: Secretary of Corporate Bidder
(Corporate Seal)

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____, _____

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____, _____

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____, _____

Notary Public

AFFIRMATION

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

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

Full Name of Bidder: _____
Address: _____
City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

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

C- Corporation
EMPLOYER IDENTIFICATION NUMBER

By: _____
Signature

Title: _____

If a corporation, place seal here

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

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

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal", and _____

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

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

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

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

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

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

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

BID BOND 2

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

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

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

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

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

(Seal)

Principal (L.S.)

By: _____

(Seal)

Surety

By: _____

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, 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.

Tax ID # _____

APT E-
PIN #:

85014B0128

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

Part I to be completed by contracting agency

Contract Overview

APT E- Pin #	85014B0128	FMS Project ID#:	HWK1130B
Project Title/ Agency PIN #	RECONSTRUCTION OF NOSTRAND AVENUE/ 8502014HWC0056C		
Bid/Proposal Response Date	APRIL 1, 2014		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Ave.	City	Long Island City State NY Zip Code 11101
Contact Person	Jessica Lavidès	Title	MWBE Liaison & Compliance Analyst
Telephone #	(718) 391-1065	Email	LavidèsJe@ddc.nyc.gov

Project Description (attach additional pages if necessary)

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND
SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE
AND
SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL
AND
NOSTRAND AVENUE WAYFINDING FOUNDATIONS
INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
Together With All Work Incidental Thereto
BOROUGH OF BROOKLYN
CITY OF NEW YORK

M/WBE Participation Goals for Services

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

Prime Contract Industry: **Construction**

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

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

Tax ID #: _____

APT E-
PIN #: _____

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

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

Section I: Prime Contractor Contact Information	
Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

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

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

Tax ID #: _____

APT E-
PIN #: _____

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

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

MBE WBE

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

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

Section IV: General Contract Information

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

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

✓ Scopes of Subcontract Work

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

Tax ID #: _____

APT E-
PIN #: _____

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____

Date _____

Print Name _____

Title _____

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

Contract Overview		
Tax ID # _____	FMS Vendor ID # _____	
Business Name _____		
Contact Name _____	Telephone # _____	Email _____
Type of Procurement	<input type="checkbox"/> Competitive Sealed Bids	<input type="checkbox"/> Other
APT E-PIN # (for this procurement): _____		Bid/Response Due Date _____
Contracting Agency: _____		

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

_____ % Agency M/WBE Participation Goal

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

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

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

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

References

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

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

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

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

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

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

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

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

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Determination

Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: _____ %

APPRENTICESHIP PROGRAM REQUIREMENTS

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

_____ YES NO

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID. HWK1130B

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

Name of Bidder: _____

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

_____ YES _____ NO
2. Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

_____ YES _____ NO
3. Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

_____ YES _____ NO

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

Bidder: _____

By: _____ Title: _____
(Signature of Partner or Corporate Officer)

Date: _____

SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

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

Company has previously worked for DDC _____ YES _____ NO

2. Type(s) of Construction Work

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

3. Experience Modification Rate:

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

Project ID. _____

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

4. OSHA Information:

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

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

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

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

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

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

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

Project ID. _____

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

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

5. Safety Performance on Previous DDC Project(s)

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

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

YES NO Accident on previous DDC Project(s).

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

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

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

Date: _____

By: _____

(Signature of Owner, Partner, Corporate Officer)

Title: _____

Pre-Award Process

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

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

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

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

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

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

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

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

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

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

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

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

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

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

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

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

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

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

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

_____ Date

_____ Signature

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

VENDEX COMPLIANCE

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

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

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

Name of Bidder: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
PROJECT ID: _____

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

Certificate of No Change Form



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

I, _____, being duly sworn, state that I have read
Enter Your Name

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

Certificate of No Change Form

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

I, _____, being duly sworn, state that I have read
Enter Your Name

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

[Please Check One]

BIDDER'S CERTIFICATION

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

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 20__

Notary Public

Dated:

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

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

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

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

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

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

CONSTRUCTION

EMPLOYMENT

REPORT

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

CONSTRUCTION EMPLOYMENT REPORT
 INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT .

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

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

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

- Question 18: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
 - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
 - Include copies of all corrective actions and documentation of OFCCP's performance; and
 - Provide a copy of all stated OFCCP findings.

- Question 19: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

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

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

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

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

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

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

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

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

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition
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Question 28: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

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

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

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

13. Number of employees in your company: _____

14. Contract information:

(a) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

(c) _____ (d) _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)

(e) _____ (f) _____
Projected Commencement Date Projected Completion Date

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No___

If yes, is the medical examination given:

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

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

24. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

If yes, list the document(s) and page number(s) where these written policies are located.

25. Does the company have a current affirmative action plan(s) (AAP)

- ___ Minorities and Women
- ___ Individuals with handicaps
- ___ Other. Please specify _____

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

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

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No___

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

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

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

SIGNATURE PAGE

I, (print name of authorized official signing) _____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

Name of person who prepared this Employment Report Title

Name of official authorized to sign on behalf of the contractor Title

Telephone Number

Signature of authorized official Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

- (J) Journeylevel Workers
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

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

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

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J
H
A
TRN
TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

- (A) Apprentice
- (TRN) Trainee

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

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

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

FORM C: CURRENT WORKFORCE

Trade: _____

MALES

FEMALES

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

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor ___ Subcontractor x

1a. Are M/WBE goals attached to this project? Yes ___ No ___

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___ Minority Owned Business Enterprise ___ Locally Based Business Enterprise
 ___ Women Owned Business Enterprise ___ Emerging Business Enterprise
 ___ Disadvantaged Business Enterprise

2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ___ No ___

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes ___ No ___

4. Is this project subject to a project labor agreement? Yes ___ No ___

5. Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with _____

6. Are you a Veteran owned company? Yes ___ No ___

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. _____
 Employer Identification Number or Federal Tax I.D. Email Address

8. _____
 Company Name

9. _____
 Company Address and Zip Code

10. _____
 Chief Operating Officer Telephone Number

11. _____
 Designated Equal Opportunity Compliance Officer Telephone Number
 (If same as Item #10, write "same")

12. _____
 Name of Prime Contractor and Contact Person
 (If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes ___ No ___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No___

If yes, is the medical examination given:

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

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

24. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

If yes, list the document(s) and page number(s) where these written policies are located.

25. Does the company have a current affirmative action plan(s) (AAP)

____ Minorities and Women

____ Individuals with handicaps

____ Other. Please specify _____

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

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

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No___

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

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

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

SIGNATURE PAGE

I, (print name of authorized official signing) _____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

Name of person who prepared this Employment Report Title

Name of official authorized to sign on behalf of the contractor Title

Telephone Number

Signature of authorized official Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

- (J) Journeylevel Workers
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

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

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

J

H

A

TRN

TOT

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J
H
A
TRN
TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (A) Apprentice
 (H) Helper (TRN) Trainee
 (TOT) Total by Column

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

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

Total (Col. #1-10):

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

Total Female
 (Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

(1) White Non Hisp.	(2) Black Non Hisp.		(3) Hisp.		(4) Asian		(5) Native Amer.	
	White Non Hisp.	Black Non Hisp.	Hispanic	Hispanic	Asian	Asian	Native Amer.	Native Amer.

J

H

A

TRN

TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.		(8) Hisp.		(9) Asian		(10) Native Amer.	
	White Non Hisp.	Black Non Hisp.	Hispanic	Hispanic	Asian	Asian	Native Amer.	Native Amer.

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

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

Date _____

File Number _____

**LESS THAN \$750,000 SUBCONTRACT CERTIFICATE
(CITY, STATE AND ICIP ONLY)**

Are you currently certified as one of the following? Please check yes or no:

MBE Yes ___ No ___ WBE Yes ___ No ___ LBE Yes ___ No ___

DBE Yes ___ No ___ EBE Yes ___ No ___

If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with?

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___ Minority Owned Business Enterprise

___ Locally based Business Enterprise

___ Women Owned Business Enterprise

___ Emerging Business Enterprise

___ Disadvantaged Business Enterprise

Company Name

Employer Identification Number or Federal Tax I.D

Company Address and Zip Code

Contact Person (First Name, Last Name)

Telephone Number

Fax Number

E-mail Address

Description and location of proposed subcontract: _____

Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)
(City contracts only)

Contract Registration Number (CT#)
(City contracts only)

Revised 8/13

FOR OFFICIAL USE ONLY: File No. _____

Block and Lot Number
(ICIP projects only)

Contract Amount

I, (print name of authorized official signing) _____ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

Signature of authorized official

Date

Sworn to before me this _____ day of _____ 20____
Only original signatures accepted.

Notary Public

Authorized Signature

Date



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: HWK1130B

RECONSTRUCTION OF

NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE

P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

OHOLEI TORAH ELEMENTARY SCHOOL

ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN

CITY OF NEW YORK

Contractor.

Dated _____, 20____



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

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

LAW

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED
FOR:

PROJECT ID: HWK1130B

RECONSTRUCTION OF

**NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:**

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

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NOSTRAND AVENUE WAYFINDING FOUNDATIONS

**INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

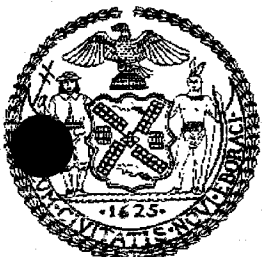
Together With All Work Incidental Thereto

**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
STV INCORPORATED, THE RBA GROUP AND PARSONS

FEBRUARY 10, 2014

11 4-090





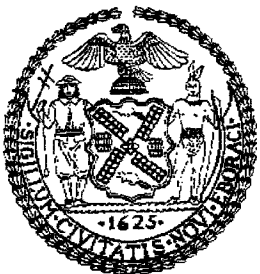
**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

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

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED
FOR:



FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
IN-HOUSE DESIGN

DECEMBER 24, 2013

NOTICE TO BIDDERS

Please be advised that the City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is significantly different from the 2008 version previously used by the City. A listing of some of the significant changes is provided below. This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document should there be any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

In 2008, the City embarked on a pilot project to test the use of new construction contract language altering the allocation of the risk of project delays, as between the City and the contractor. The City has determined to make the pilot project language the standard language for all City construction contracts. Accordingly, there is now one Standard City Construction Contract that it to be used by all agencies for all bids released after the release of the new contract. The damages for delay language is Article 11. Please note that changes have been made to the damages for delay provisions from the pilot to the adopted version.

ARTICLE 22 INSURANCE

Changes have been made to the insurance provisions, including incorporating requirements that the insurance provided comply with recent NYC Department of Buildings regulations specifying required dollar limits for CGL insurance for certain projects and requiring proof of builder's risk insurance prior to Work commencing rather than within 10 days of award.

ARTICLE 26 EXTRA WORK

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

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

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

ARTICLE 70 ELECTRONIC FILING

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

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE 14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

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

ARTICLE 15 LIQUIDATED DAMAGES

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

ARTICLE 17 SUBCONTRACTS

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

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

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

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

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

ARTICLE 35 EMPLOYEES

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

ARTICLE 38 PAYROLL REPORTS
ARTICLE 77 RECORDS RETENTION

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

ARTICLE 42 PARTIAL PAYMENTS

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

ARTICLE 62 TAX EXEMPTION

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

CITY OF NEW YORK

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

INFORMATION FOR BIDDERS

SEPTEMBER 2008

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

TABLE OF CONTENTS

SECTION 1.	DESCRIPTION AND LOCATION OF WORK	1
SECTION 2.	TIME AND PLACE FOR RECEIPT OF BIDS	1
SECTION 3.	DEFINITIONS	1
SECTION 4.	INVITATION FOR BIDS AND CONTRACT DOCUMENTS	1
SECTION 5.	PRE-BID CONFERENCE	2
SECTION 6.	AGENCY CONTACT	2
SECTION 7.	BIDDER'S OATH	2
SECTION 8.	EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED CONDITIONS	2
SECTION 9.	EXAMINATION OF PROPOSED CONTRACT	3
SECTION 10.	FORM OF BID	3
SECTION 11.	IRREVOCABILITY OF BID	3
SECTION 12.	ACKNOWLEDGMENT OF AMENDMENTS	4
SECTION 13.	BID SAMPLES AND DESCRIPTIVE LITERATURE	4
SECTION 14.	PROPRIETARY INFORMATION/TRADE SECRETS	4
SECTION 15.	PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS	4
SECTION 16.	BID EVALUATION AND AWARD	4
SECTION 17.	LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS	5
SECTION 18.	WITHDRAWAL OF BIDS.	5
SECTION 19.	MISTAKE IN BIDS	5
SECTION 20.	LOW TIE BIDS	6
SECTION 21.	REJECTION OF BIDS	6
SECTION 22.	RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD	7
SECTION 23.	AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY	7
SECTION 24.	VENDEX QUESTIONNAIRES	7
SECTION 25.	COMPLAINTS ABOUT THE BID PROCESS	8
SECTION 26.	BID, PERFORMANCE AND PAYMENT SECURITY	8
SECTION 27.	FAILURE TO EXECUTE CONTRACT	9
SECTION 28.	BIDDER RESPONSIBILITIES AND QUALIFICATIONS	9
SECTION 29.	EMPLOYMENT REPORT	10
SECTION 30.	LABOR LAW REQUIREMENTS	10
SECTION 31.	INSURANCE	10
SECTION 32.	LUMP SUM CONTRACTS	11
SECTION 33.	UNIT PRICE CONTRACTS	11
SECTION 34.	EXCISE TAX	11
SECTION 35.	LICENSES AND PERMITS	11
SECTION 36.	MULTIPLE PRIME CONTRACTORS	11
SECTION 37.	LOCALLY BASED ENTERPRISE REQUIREMENTS (LBE)	12
SECTION 38.	BID SUBMISSION REQUIREMENTS	13
SECTION 39.	COMPTROLLER'S CERTIFICATE	14
SECTION 40.	PROCUREMENT POLICY BOARD RULES	14
SECTION 41.	DDC SAFETY REQUIREMENTS	14

INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

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

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

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

(A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

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

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

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

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

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

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/c570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

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

- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
- (c) copies of the certification letter of any proposed subcontractor which is an LBE.

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

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

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

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

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

38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

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

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

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

**FAILURE TO SUBMIT ITEMS (4) THROUGH (9)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

I. POLICY ON SITE SAFETY

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

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a CM, retained by DDC.)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor’s overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

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

IV. RESPONSIBILITIES

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

A. Resident Engineer / Construction Project Manager / Construction Manager

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

B. Contractors

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

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

- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety and environmental performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing their workers' compensation experience modification rating and OSHA Incidence Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested update within 30 days.

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

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. EVALUATION DURING WORK IN PROGRESS

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

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

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

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

IX. SAFETY PERFORMANCE EVALUATION

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

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

DECEMBER 2013

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1.	THE CONTRACT	1
ARTICLE 2.	DEFINITIONS	1

**CHAPTER II
THE WORK AND ITS PERFORMANCE**

ARTICLE 3.	CHARACTER OF THE WORK	4
ARTICLE 4.	MEANS AND METHODS OF CONSTRUCTION	4
ARTICLE 5.	COMPLIANCE WITH LAWS	4
ARTICLE 6.	INSPECTION	9
ARTICLE 7.	PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	10

**CHAPTER III
TIME PROVISIONS**

ARTICLE 8.	COMMENCEMENT AND PROTECTION OF THE WORK	11
ARTICLE 9.	PROGRESS SCHEDULES	11
ARTICLE 10.	REQUESTS FOR INFORMATION OR APPROVAL	12
ARTICLE 11.	NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	12
ARTICLE 12.	COORDINATION WITH OTHER CONTRACTORS	13
ARTICLE 13.	EXTENSION OF TIME FOR PERFORMANCE	14
ARTICLE 14.	COMPLETION AND FINAL ACCEPTANCE OF THE WORK	16
ARTICLE 15.	LIQUIDATED DAMAGES	17
ARTICLE 16.	OCCUPATION OR USE PRIOR TO COMPLETION	18

**CHAPTER IV
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 17.	SUBCONTRACTS	18
ARTICLE 18.	ASSIGNMENTS	20

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

CHAPTER V

CONTRACTOR'S SECURITY AND GUARANTY

ARTICLE 19.	SECURITY DEPOSIT	20
ARTICLE 20.	PAYMENT GUARANTEE	20
ARTICLE 21.	RETAINED PERCENTAGE	22
ARTICLE 22.	INSURANCE	23
ARTICLE 23.	MONEY RETAINED AGAINST CLAIMS	28
ARTICLE 24.	MAINTENANCE AND GUARANTY	28

CHAPTER VI

CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM

ARTICLE 25.	CHANGES	29
ARTICLE 26.	METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	30
ARTICLE 27.	RESOLUTION OF DISPUTES	32
ARTICLE 28.	RECORD KEEPING FOR EXTRA OR DISPUTED WORK	36
ARTICLE 29.	OMITTED WORK	36
ARTICLE 30.	NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	37

CHAPTER VII

**POWERS OF THE RESIDENT ENGINEER, THE ENGINEER
OR ARCHITECT AND THE COMMISSIONER**

ARTICLE 31.	THE RESIDENT ENGINEER	38
ARTICLE 32.	THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	38
ARTICLE 33.	THE COMMISSIONER	39
ARTICLE 34.	NO ESTOPPEL	39

CHAPTER VIII

LABOR PROVISIONS

ARTICLE 35.	EMPLOYEES	39
ARTICLE 36.	NO DISCRIMINATION	40
ARTICLE 37.	LABOR LAW REQUIREMENTS	42
ARTICLE 38.	PAYROLL REPORTS	47
ARTICLE 39.	DUST HAZARDS	47

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

CHAPTER IX		
<u>PARTIAL AND FINAL PAYMENTS</u>		
ARTICLE 40.	CONTRACT PRICE	47
ARTICLE 41.	BID BREAKDOWN ON LUMP SUM	47
ARTICLE 42.	PARTIAL PAYMENTS	48
ARTICLE 43.	PROMPT PAYMENT	48
ARTICLE 44.	SUBSTANTIAL COMPLETION PAYMENT	49
ARTICLE 45.	FINAL PAYMENT	50
ARTICLE 46.	ACCEPTANCE OF FINAL PAYMENT	51
ARTICLE 47.	APPROVAL BY PUBLIC DESIGN COMMISSION	51
CHAPTER X		
<u>CONTRACTOR'S DEFAULT</u>		
ARTICLE 48.	COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	52
ARTICLE 49.	EXERCISE OF THE RIGHT TO DECLARE DEFAULT	53
ARTICLE 50.	QUITTING THE SITE	53
ARTICLE 51.	COMPLETION OF THE WORK	53
ARTICLE 52.	PARTIAL DEFAULT	53
ARTICLE 53.	PERFORMANCE OF UNCOMPLETED WORK	54
ARTICLE 54.	OTHER REMEDIES	54
CHAPTER XI		
<u>MISCELLANEOUS PROVISIONS</u>		
ARTICLE 55.	CONTRACTOR'S WARRANTIES	54
ARTICLE 56.	CLAIMS AND ACTIONS THEREON	55
ARTICLE 57.	INFRINGEMENT	55
ARTICLE 58.	NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES	55
ARTICLE 59.	SERVICES OF NOTICES	55
ARTICLE 60.	UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT	56
ARTICLE 61.	ALL LEGAL PROVISIONS DEEMED INCLUDED	56
ARTICLE 62.	TAX EXEMPTION	56
ARTICLE 63.	INVESTIGATION(S) CLAUSE	57
ARTICLE 64.	TERMINATION BY THE CITY	59
ARTICLE 65.	CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	62

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

CHAPTER XI (CONT'D)

MISCELLANEOUS PROVISIONS

ARTICLE 66.	PARTICIPATION IN AN INTERNATIONAL BOYCOTT	74
ARTICLE 67.	LOCALLY BASED ENTERPRISE PROGRAM	74
ARTICLE 68.	ANTITRUST	75
ARTICLE 69.	MACBRIDE PRINCIPLES PROVISIONS	75
ARTICLE 70	ELECTRONIC FILING/NYC DEVELOPMENT HUB	77
ARTICLE 71.	PROHIBITION OF TROPICAL HARDWOODS	77
ARTICLE 72.	CONFLICTS OF INTEREST	78
ARTICLE 73.	MERGER CLAUSE	78
ARTICLE 74.	STATEMENT OF WORK	78
ARTICLE 75.	COMPENSATION TO BE PAID TO CONTRACTOR	78
ARTICLE 76:	ELECTRONIC FUNDS TRANSFER	78
ARTICLE 77:	RECORDS RETENTION	79
ARTICLE 78:	PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	79

SIGNATURES	87
ACKNOWLEDGMENT BY CORPORATION	88
ACKNOWLEDGMENT BY PARTNERSHIP	88
ACKNOWLEDGMENT BY INDIVIDUAL	88
ACKNOWLEDGMENT BY COMMISSIONER	88
AUTHORITY	89
COMPTROLLER'S CERTIFICATE	90
MAYOR'S CERTIFICATE	91
PERFORMANCE BOND #1	92
PERFORMANCE BOND #2	96
PAYMENT BOND	100

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 seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. On failure of the **Contractor** to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the **Commissioner** shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages provided, however, that the amount of compensation due to the **Contractor** will not be determined until the **Commissioner** determines that the **Work** is delayed after the date set for substantial completion.

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

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

11.4 Compensable Delays

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

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

11.4.1.2 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.

11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

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

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

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

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

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

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of**

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.

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

11.7 Recoverable Costs

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

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

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

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

11.7.1.4 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended **Site** overhead; and

11.7.1.7 Extended home office overhead.

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

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

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

11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature;

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

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

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

11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the Engineering Audit Officer, and may be post-audited by the Comptroller and/or the Agency.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer** within ten (10) **Days** of the **Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer** shall establish dates for the completion of each item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer** shall be deemed accepted. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the Work by the Engineer for the purpose of Substantial Completion or Final Acceptance shall be made within ten (10) Days after receipt of the Contractor's written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of Substantial Completion or Final Acceptance, the Engineer determines that there are items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection. If upon re-inspection, the Engineer determines that the Work is substantially complete or finally accepted, the date of such re-inspection shall be the date of Substantial Completion or Final Acceptance. Re-inspection by the Engineer shall be made within ten (10) Days after receipt of the Contractor's written request therefor.

14.7 Initiation of Inspection by the Engineer: If the Contractor does not request inspection or re-inspection of the Work for the purpose of Substantial Completion or Final Acceptance, the Engineer may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the Contractor fails to substantially complete the Work within the time fixed for such Substantial Completion in Schedule A of the General Conditions, plus authorized time extensions, or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the sum fixed in Schedule A of the General Conditions, for each and every Day that the time consumed in substantially completing the Work exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the Substantial Completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the Contractor whether or not the Contractor is defaulted pursuant to Chapter X of this Contract. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Contract or by Law.

15.3 The Commissioner may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

16.1.1 the Engineer shall issue a written determination of Substantial Completion with respect to such part of the Work;

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

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

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

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. ASSIGNMENTS

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

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

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

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

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

**CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTEE**

ARTICLE 19. SECURITY DEPOSIT

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

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

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

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

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

ARTICLE 20. PAYMENT GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

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

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

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

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

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

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

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

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

20.7 Nothing in this Article 20 shall relieve the Contractor of the obligation to pay the claims of all persons with valid and lawful claims against the Contractor relating to the Work.

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

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the Contractor or its Subcontractors in the prosecution of the Work under this Contract all of the rights and remedies afforded to such persons by such section, including but not limited to, the right



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
06/16/2014

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

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

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED HASA Construction LLC 22 Central Drive Farmingdale, NY 11735	INSURER A: The Travelers Indemnity Company of America	25666-000
	INSURER B: The Travelers Indemnity Company	25658-900
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 21707494 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. TYPE	TYPE OF INSURANCE	ADD'L SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	DTNY-CO-0D407469TIA14	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY	Y	BA-0D407469-14-CNS	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		DTSM-CUP0D407469IND14	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

HASA Job #006

Project: HWK1130B PIN: 8502014HW0056C Reconstruction of Nostrand Avenue Select Bus Service (SBS) Phase 3 Including Reconstruction of Williamsburg Bridge Plaza, Borough of Brooklyn.

New York City Dept. of Design and Construction, The City of New York, including its officials and employees, New York State, including its officials and employees, Federal Transit Administration, including its officials and employees, New York City Transit Authority (NYCTA), Manhattan and Bronx

CERTIFICATE HOLDER

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

New York City Department of Design and Construction
30-30 Thomson Avenue, 4th Floor
Long Island City, NY 11101



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED HASA Construction LLC 22 Central Drive Farmingdale, NY 11735	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries, and affiliated companies, and National Grid are included as Additional Insureds as respects to General Liability and Auto Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS) – NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
 - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
2. The insurance provided to the additional insured is limited as follows:
 - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (f)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.
5. As a condition of coverage, each additional insured must:
 - a.) Give us written notice of any "occurrence" or offense which may result in a claim and written notice of "suit" as soon as reasonably possible.



COMMERCIAL GENERAL LIABILITY


- b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
- c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this

requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

- d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

**STATE OF NEW YORK
WORKER'S COMPENSATION BOARD**

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
<p>1a. Legal Name and Address of Insured (Use street address only) HASA CONSTRUCTION LLC</p> <p>22 CENTRAL DRIVE FARMINGDALE, NY 11735</p>	<p>1b. Business Telephone Number of Insured 212-747-1997 ext. 511</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 204347256</p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder) New York City Department of Design and Construction</p> <p>30-30 Thomson Avenue, 4th fl Long Island City, NY 11101</p>	<p>3a. Name of Insurance Carrier The First Rehabilitation Life Insurance Company of America</p> <p>3b. Policy Number of Entity listed in box "1a": DBL314097</p> <p>3c. Policy effective period: 03/01/2014 to 02/28/2015</p>
<p>4. Policy covers:</p> <p>a. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law</p> <p>b. <input type="checkbox"/> Only the following class or classes of the employer's employees:</p>	
<p>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 Benefits insurance coverage as described above.</p> <p>Date Signed <u>6/16/2014</u> By <u></u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</p> <p>Telephone Number <u>516-829-8100</u> Title <u>Chief Executive Officer</u></p>	
<p>IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, NY 12207.</p>	
PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)	
<p>State of New York Worker's Compensation Board</p> <p>According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.</p> <p>Date Signed _____ By _____ (Signature of NYS Worker's Compensation Board Employee)</p> <p>Telephone Number _____ Title _____</p>	

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability 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". **This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".**

Please Note: Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

Section 220. Subd. 8

(a) The head of state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits 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 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 for all employees has been secured as provided by this article.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 204347256
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

POLICYHOLDER
HASA CONSTRUCTION LLC
22 CENTRAL DRIVE
FARMINGDALE NY 11735

CERTIFICATE HOLDER
NEW YORK CITY DEPARTMENT OF
DESIGN & CONSTRUCTION
30-30 THOMSON AVENUE, 4TH FL
LONG ISLAND CITY NY 11101

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
G 2069 552-4	215162	04/01/2014 TO 04/01/2015	6/16/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2069 552-4 UNTIL 04/01/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 6649635

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

PART III. BROKER'S CERTIFICATION

Pursuant to Article 22.3.3 of the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.

CERTIFICATION BY BROKER

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

Willis of New York, Inc.

[Name of broker (typewritten)]

200 broadhollow Rd., Suite 406, Melville NY 11747

[Address of broker (typewritten)]

marie.hofer@willis.com

[Email address of broker (typewritten)]

516-941-0267/516-941-0261

[Phone number/Fax number of broker (typewritten)]



[Signature of authorized official or broker]

Marie Hofer - Asst. Client Manager

[Name and title of authorized official (typewritten)]

State of New York.....)

) ss.:

County of Suffolk.....)

Sworn to before me this 16th day of June, 2014



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 (IDONY Building)

Long Island City, NY 11101

to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

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

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

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

ARTICLE 22. INSURANCE

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

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

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

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

22.1.1(c) If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the Contractor shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the Work includes repair of a waterborne vessel owned by or to be delivered to the City, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the City.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The Contractor shall provide, and shall cause its Subcontractors to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract (except for those employees, if any, for which the Laws require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by Law, the Contractor shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this Contract.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through Substantial Completion of the Work in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the Commissioner, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

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

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Pollution Liability Insurance covering itself (or the **Subcontractor** doing such **Work**) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

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

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

22.4 Operations of the Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

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

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

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

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

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

ARTICLE 24. MAINTENANCE AND GUARANTY

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

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

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

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

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

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

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

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

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

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

ARTICLE 25. CHANGES

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

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

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

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

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

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

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

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

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

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

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

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

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

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

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

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

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

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

26.2.6 Necessary fees charged by governmental entities; plus

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

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

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

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

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

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

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

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

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

26.5 Where the Contractor and the Commissioner can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article

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

ARTICLE 27. RESOLUTION OF DISPUTES

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

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

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

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

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

27.4 Presentation of Disputes to **Commissioner**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 Form and Content of Petition by Contractor. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall

include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the City Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the City Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) **Days** of its receipt of the Petition by the City Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 **Notification of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the City Corporation Counsel, the **CCPO**, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB Rules**. The Required Payment Date shall be thirty (30) **Days** after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution

Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:

28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) Days after submission.

28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with

respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII
POWERS OF THE RESIDENT ENGINEER,
THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program

registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, Agency head, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of \$100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this Contract if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

36.1 The Contractor specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;

36.1.2 Neither the Contractor, Subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of fifty (\$50.00) dollars for each person for each Day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

36.1.4 This Contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this Contract.

36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a Contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a Contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) Day; or five (5) Days in any one (1) week; provided, however, that upon application of any Contractor, the Commissioner shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public Work is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the Commissioner to make such a certification to the Commissioner of Labor shall not entitle the Contractor to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's Work to laborers, workers, or mechanics employed upon the Work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the Comptroller in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the Work under this Contract. In the event that a trade not listed in the Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from the Agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this Contract at the price at which the Contract was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the Contractor and any Subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this Contract, shall be paid, without subsequent deduction or rebate unless expressly authorized by Law, not less than the sum mandated by Law.

37.3 Working Conditions: No part of the Work, labor or services shall be performed or rendered by the Contractor in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary, and factory inspection Laws of the state in which the Work is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The Contractor agrees to pay for all costs incurred by the City in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the Agency or the Comptroller, where the City discovers a failure to comply with any of the requirements of this Article 37 by the Contractor or its Subcontractor(s). The Contractor also agrees that, should it fail or refuse to pay for any such investigation, the Agency is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this Contract shall be forfeited and no sum paid for any Work done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 will be forwarded to the City's five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the Contractor is a non-responsible bidder on subsequent procurements with the City and thus a rejection of a future award of a contract with the City, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of

Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A Final Approved Punch List.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) Days from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) Days after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any

claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

CHAPTER X CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or
if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other**

Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

**CHAPTER XI
MISCELLANEOUS PROVISIONS**

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the **Inspector General** of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the **Inspector General** of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

63.7 The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The Commissioner may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and

material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the City Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from **LBE Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain **LBE Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient **LBE Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand

(\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered 10.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: ~~Thirteen Million, four hundred~~ Dollars, (\$ 13,461,928.14), 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. ~~Sixty one thousand, Nine hundred and Twenty eight dollars 00/100.~~

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 payment in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77. RECORDS RETENTION

77.1 The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of this Contract, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, 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.

Deputy

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: [Signature]
Deputy Commissioner

CONTRACTOR:

By: [Signature]
(Member of Firm or Officer of Corporation)

Title: MEMBER

(Where Contractor is a Corporation, add):
Attest:

Secretary

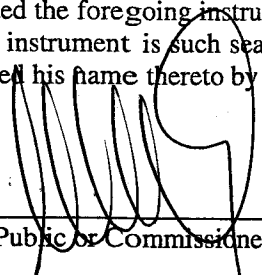
(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION (LLC)

State of New York County of Queens ss:

On this 18th day of JUNE, 2014, before me personally came SHAHID AKHTAR to me known who, being by me duly sworn did depose and say that he resides at MONROE TWP, NJ that he is the MEMBER 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.

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015



Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

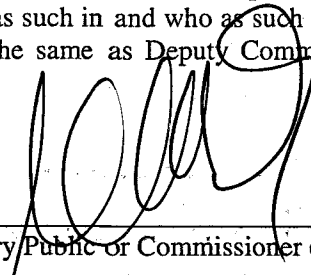
On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 18th day of June, 2014, before me personally came Eric MacFarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.



Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified In Queens County
Commission Expires July 15, 2015

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Thirteen Million, four hundred and
Sixty one thousand, Nine hundred twenty eight
Dollars 08/14.

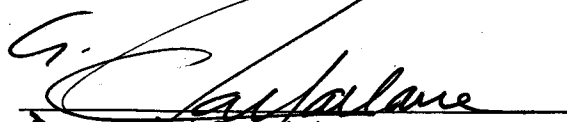
Dollars (\$ 13,461,928.14)

is chargeable to the fund of the Department of Design and Construction entitled Code

HWK1130B

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.


Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

THIS BOND IS ISSUED IN FOUR(4) ORIGINAL COUNTERPARTS

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

BOND NO. 1001123

KNOW ALL PERSONS BY THESE PRESENTS:

That we, HASA Construction LLC

22 Central Drive, Farmingdale, New York 11735

hereinafter referred to as the "Principal,"

and, The Hanover Insurance Company

251 Salina Meadows Parkway, North Syracuse, New York 13212

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 Thirteen Million Four Hundred Sixty One Thousand Nine Hundred Twenty Eight and 14/100

(\$ 13,461,928.14) 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

HWK1130B - PIN#8502014HW0056C Nostrand Avenue Select Bus Service Phase 3 including

Reconstruction of Williamsburg Bridge Plaza and Safe Route to School at Various locations in the Borough of Brooklyn, NY

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ 16th day of June 20 14

(Seal)

HASA Construction LLC (L.S.)

Principal

By: [Signature]

(Seal)

Surety

The Hanover Insurance Company

By: [Signature]
Evan Posses, Attorney-in-fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate Scaled Rate

Bond Premium Cost \$123,191.00

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION (LLC)

State of NEW YORK County of NEW YORK ss:

On this 16TH day of JUNE, 2014 before me personally came SHAHID AKHTAR

to me known, who, being by me duly sworn did depose and say that he resides

at 44 HURFIELD

MONROE TOWNSHIP, NJ; that he/she is the MEMBER 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.

Tiffany May
Notary Public or Commissioner of Deeds.

Notary Public, State of New York

No. 01MA6183244

Qualified in Kings County

ACKNOWLEDGMENT OF ~~PRINCIPAL IF A CORPORATION~~ PARTNERSHIP 2516

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 ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF Nassau

On this 16th day of June, 20 14 before me personally came

Evan Posses to me known, who being by me duly sworn, did depose and

say that he/she resides in Long Beach, NY, that he/she is the Attorney-in-fact

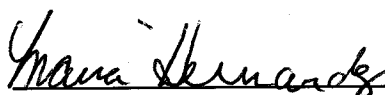
of The Hanover Insurance Company and the corporation described in and which executed

the above instruments; that he/she knows the seal of said corporation; that the seal affixed to

said instrument is such corporate seal; that it was so affixed by other of the Board of Directors

of said corporation, and that he/she signed her name thereto by like order.

MARIA HERNANDEZ
NOTARY PUBLIC, State of New York
No. 01HE6076686
Qualified in Nassau County
Commission Expires December 28, 2014



Notary Public

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Evan Posses and/or Martin J. Lyons

of Melville, NY and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, - in any amount -

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of August 2011.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

Mary Fitzgerald
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 3rd day of August 2011, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires November 3, 2011

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of June 2014 .

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian
Glenn Margosian, Vice President



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Financial Statement

**The Hanover Insurance Company, Bedford, New Hampshire
Financial Statement as of December 31, 2013**

ASSETS

2013

Cash in Banks (Including Short-Term investments)	\$	50,894,228
Bonds and Stocks	\$	4,711,827,363
Other Admitted Assets	\$	<u>1,284,421,678</u>
Total Admitted Assets	\$	<u>6,047,143,269</u>

LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums	\$	1,350,588,326
Reserve for Loss and Loss Expense	\$	2,264,133,905
Reserve for Taxes		0
Funds held under reinsurance treaties	\$	5,856,574
Reserve for all other liabilities	\$	596,875,901
Capital Stock - \$1.00 par	\$	5,000,000
Net Surplus	\$	<u>1,824,688,563</u>
Policyholders' Surplus	\$	<u>1,829,688,563</u>
Total Liabilities, Capital and Surplus	\$	<u>6,047,143,269</u>

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

} s.s.:

Joseph Pedorella, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2013.

Joseph Pedorella
Asst. Treasurer

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

The Hanover Insurance Company

Home Office Address Bedford, New Hampshire

Organized under the Laws of New Hampshire

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 legal services 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 29 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, 2014.

**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, 2013**



Benjamin M. Lawsky
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

THIS BOND IS ISSUED IN FOUR(4) ORIGINAL COUNTERPARTS

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

BOND NO. 1001123

KNOW ALL PERSONS BY THESE PRESENTS, That we, HASA Construction LLC
22 Central Drive, Farmingdale, New York 11735

hereinafter referred to as the "Principal", and The Hanover Insurance Company
251 Salina Meadows Parkway, North Syracuse, New York 13212

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
Thirteen Million Four Hundred Sixty One Thousand Nine Hundred Twenty Eight and 14/100

(\$13,461,928.14) 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
HWK1130B - PIN#8502014HW0056C Nostrand Avenue Select Bus Service Phase 3 including
Reconstruction of Williamsburg Bridge Plaza and Safe Route to School at Various Locations in the
Borough of Brooklyn, NY

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its
representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their
successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in
the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto,
whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all
persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.


The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

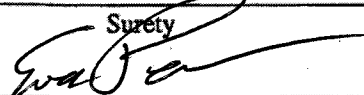
And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 16th day of June, 2014.

(Seal) HASA Construction LLC (L.S.)
Principal
By: 

(Seal) The Hanover Insurance Company
Surety
By: 
Evan Posses, Attorney-in-fact

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION (LLC)

State of NEW YORK County of NEW YORK ss:

On this 16TH day of JUNE, 2014, before me personally came SHAHID AKHTAR to me known, who, being by me duly sworn did depose and say that he resides at 44 MURFIELD MONROE TOWNSHIP, NJ that he is the MEMBER 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.

Tiffany May
Notary Public or Commissioner of Deeds
TIFFANY J. MAYERS
Notary Public, State of New York
No. 01MA6183244
Qualified in Kings County
Commission Expires March 10, 2016

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 ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF Nassau

On this 16th day of June, 20 14 before me personally came

Evan Posses to me known, who being by me duly sworn, did depose and

say that he/she resides in Long Beach, NY, that he/she is the Attorney-in-fact

of The Hanover Insurance Company and the corporation described in and which executed

the above instruments; that he/she knows the seal of said corporation; that the seal affixed to

said instrument is such corporate seal; that it was so affixed by other of the Board of Directors

of said corporation, and that he/she signed her name thereto by like order.

Maria Hernandez

Notary Public

MARIA HERNANDEZ
NOTARY PUBLIC, State of New York
No. 01HE0070886
Qualified in Nassau County
Commission Expires December 28, 2014

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Evan Posses and/or Martin J. Lyons

of **Melville, NY** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, - in any amount -

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of August 2011.



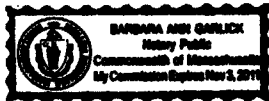
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

Martin J. Lyons
Martin J. Lyons, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 3rd day of August 2011, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires November 3, 2011

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of June 2014

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian
Glenn Margosian, Vice President



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Financial Statement

**The Hanover Insurance Company, Bedford, New Hampshire
 Financial Statement as of December 31, 2013**

ASSETS

2013

Cash in Banks (Including Short-Term investments)	\$	50,894,228
Bonds and Stocks	\$	4,711,827,363
Other Admitted Assets	\$	<u>1,284,421,678</u>
Total Admitted Assets	\$	<u>6,047,143,269</u>

LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums	\$	1,350,588,326
Reserve for Loss and Loss Expense	\$	2,264,133,905
Reserve for Taxes		0
Funds held under reinsurance treaties	\$	5,856,574
Reserve for all other liabilities	\$	596,875,901
Capital Stock - \$1.00 par	\$	5,000,000
Net Surplus	\$	<u>1,824,688,563</u>
Policyholders' Surplus	\$	<u>1,829,688,563</u>
Total Liabilities, Capital and Surplus	\$	<u>6,047,143,269</u>

COMMONWEALTH OF MASSACHUSETTS
 COUNTY OF WORCESTER

} s.s.:

Joseph Pedorella, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2013.

Joseph Pedorella
 Asst. Treasurer

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

The Hanover Insurance Company

Home Office Address Bedford, New Hampshire

Organized under the Laws of New Hampshire

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 legal services 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 29 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, 2014.

**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, 2013**



Benjamin M. Lawskey
Superintendent

By

Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasył Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM
EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. CARPENTER - BUILDING COMMERCIAL
4. CEMENT & CONCRETE WORKER
5. CORE DRILLER
6. ELECTRICIAN
7. FLOOR COVERER
8. HEAT AND FROST INSULATOR
9. HOUSE WRECKER
10. IRON WORKER - ORNAMENTAL
11. IRON WORKER - STRUCTURAL
12. MARBLE MECHANIC
13. MASON TENDER
14. MASON TENDER (INTERIOR DEMOLITION WORKER)
15. MOSAIC MECHANIC
16. PAINTER - STRUCTURAL STEEL
17. PLASTERER
18. PLASTERER - TENDER
19. PLUMBER
20. PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
21. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
22. PLUMBER: PUMP & TANK
23. ROOFER
24. STEAMFITTER
25. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
26. STONE MASON - SETTER
27. TILE FINISHER
28. TILE LAYER - SETTER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	6
BLASTER.....	6
BOILERMAKER.....	8
BRICKLAYER.....	9
CARPENTER - BUILDING COMMERCIAL.....	10
CARPENTER - HEAVY CONSTRUCTION WORK.....	11
CEMENT & CONCRETE WORKER.....	12
CEMENT MASON.....	13
CORE DRILLER.....	14
DERRICKPERSON AND RIGGER.....	15
DIVER.....	16
DOCKBUILDER - PILE DRIVER.....	17
DRIVER: TRUCK (TEAMSTER).....	18
ELECTRICIAN.....	20
ELECTRICIAN - ALARM TECHNICIAN.....	24
ELECTRICIAN-STREET LIGHTING WORKER.....	25
ELEVATOR CONSTRUCTOR.....	26
ELEVATOR REPAIR & MAINTENANCE.....	27
ENGINEER.....	27
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	32
ENGINEER - FIELD (BUILDING CONSTRUCTION).....	33
ENGINEER - FIELD (HEAVY CONSTRUCTION).....	34
ENGINEER - FIELD (STEEL ERECTION).....	35
ENGINEER - OPERATING.....	36
FLOOR COVERER.....	44
GLAZIER.....	45
GLAZIER - REPAIR & MAINTENANCE.....	46
HEAT AND FROST INSULATOR.....	46
HOUSE WRECKER.....	47
IRON WORKER - ORNAMENTAL.....	48
IRON WORKER - STRUCTURAL.....	49
LABORER.....	50
LANDSCAPING.....	51
MARBLE MECHANIC.....	53
MASON TENDER.....	54
MASON TENDER (INTERIOR DEMOLITION WORKER).....	55
METALLIC LATHER.....	56
MILLWRIGHT.....	57
MOSAIC MECHANIC.....	58
PAINTER.....	59
PAINTER - SIGN.....	60
PAINTER - STRIPER.....	61

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PAINTER - STRUCTURAL STEEL	62
PAPERHANGER.....	63
PAVER AND ROADBUILDER.....	63
PLASTERER.....	65
PLASTERER - TENDER.....	66
PLUMBER.....	67
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE).....	68
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	68
PLUMBER: PUMP & TANK.....	69
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)	70
ROOFER	71
SANDBLASTER - STEAMBLASTER.....	72
SHEET METAL WORKER.....	72
SHEET METAL WORKER - SPECIALTY	73
SIGN ERECTOR	74
STEAMFITTER	75
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER	77
STONE MASON - SETTER	79
TAPER	80
TELECOMMUNICATION WORKER.....	81
TILE FINISHER.....	82
TILE LAYER - SETTER	83
TIMBERPERSON.....	83
TUNNEL WORKER.....	84
WELDER.....	86

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$35.90

Supplemental Benefit Rate per Hour: \$15.05

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$15.45

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$38.44

Blaster (Hydraulic)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$45.17**
Supplemental Benefit Rate per Hour: **\$38.44**

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$40.04**
Supplemental Benefit Rate per Hour: **\$38.44**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$39.30**
Supplemental Benefit Rate per Hour: **\$38.44**

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$38.32**
Supplemental Benefit Rate per Hour: **\$38.44**

Blaster - Powder Carriers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$34.66**
Supplemental Benefit Rate per Hour: **\$38.44**

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$33.46**
Supplemental Benefit Rate per Hour: **\$38.44**

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$32.75**
Supplemental Benefit Rate per Hour: **\$38.44**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$19.76**
Supplemental Benefit Rate per Hour: **\$38.44**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$49.47

Supplemental Benefit Rate per Hour: \$39.78

Supplemental Note: For time and one half overtime - \$59.08; For double overtime - \$78.37.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$50.45

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: For time and one half overtime - \$61.37; For double overtime - \$81.43.

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Quadruple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

Good Friday

Day after Thanksgiving

Day before Christmas

Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$46.44**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$27.53

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$48.08

Supplemental Benefit Rate per Hour: \$41.10

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$48.88

Supplemental Benefit Rate per Hour: \$42.70

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2013 - 7/17/2013

Wage Rate per Hour: **\$46.74**

Supplemental Benefit Rate per Hour: **\$42.37**

Effective Period: 7/18/2013 - 6/30/2014

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$44.97**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.33

Supplemental Benefit Rate per Hour: \$26.17

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$42.38

Supplemental Benefit Rate per Hour: \$26.17

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council) -

CEMENT MASON

Cement Mason

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$38.63**

Supplemental Benefit Rate per Hour: **\$39.05**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$57.55**

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$35.71**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$25.74**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$25.74**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$20.02**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.00

Supplemental Benefit Rate per Hour: \$46.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$47.49 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$31.32

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.40

Supplemental Benefit Rate per Hour: \$44.97

Diver Tender (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.05

Supplemental Benefit Rate per Hour: \$44.97

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.82

Supplemental Benefit Rate per Hour: \$44.97

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.11

Supplemental Benefit Rate per Hour: \$40.20

Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.61

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$57.16; for double time overtime Wage Rate - \$76.21

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.67

Supplemental Benefit Rate per Hour: \$40.20

Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.11

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

Driver - Boom Truck

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.36

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Driver - Redi-Mix Driver (Sand & Gravel)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$37.27

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day
Columbus Day
Veteran's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Triple time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$52.00
Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$47.54

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$78.00
Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$79.50
Supplemental Benefit Rate per Hour: \$50.86

Electrician "A" (Day Shift)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$52.00
Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$47.54

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$78.00
Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$79.50
Supplemental Benefit Rate per Hour: \$50.86

Electrician "A" (Swing Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$61.01
Supplemental Benefit Rate per Hour: \$52.47

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$62.19
Supplemental Benefit Rate per Hour: \$54.07

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$91.52
Supplemental Benefit Rate per Hour: \$56.30

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$93.29
Supplemental Benefit Rate per Hour: \$57.97

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$68.34
Supplemental Benefit Rate per Hour: \$57.83

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$69.66
Supplemental Benefit Rate per Hour: \$59.59

Electrician "A" (Graveyard Shift Overtime After 7 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$102.51
Supplemental Benefit Rate per Hour: \$62.11

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$104.49
Supplemental Benefit Rate per Hour: \$63.96

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$22.86 effective 1/20/2014 and \$23.63 effective 5/14/2014.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$26.50
Supplemental Benefit Rate per Hour: \$19.56
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$25.80
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.21
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$17.30

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$39.75

Supplemental Benefit Rate per Hour: \$21.23

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$38.70

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.83

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.00

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.68

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$21.01

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Plus one Personal Day per year

Sick Days:
One day per Year

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: **\$52.00**
Supplemental Benefit Rate per Hour: **\$47.90**

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: **\$53.00**
Supplemental Benefit Rate per Hour: **\$49.34**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: **\$39.42**
Supplemental Benefit Rate per Hour: **\$36.46**

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: **\$40.18**
Supplemental Benefit Rate per Hour: **\$37.73**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: **\$33.75**
Supplemental Benefit Rate per Hour: **\$32.83**

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: **\$34.40**
Supplemental Benefit Rate per Hour: **\$34.00**

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR.

Elevator Constructor

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.01

Supplemental Benefit Rate per Hour: \$34.48

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.14

Supplemental Benefit Rate per Hour: \$33.02

Overtime Description

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$97.68

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.24

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.78

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$62.56

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$36.97**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: \$57.46 on overtime
Shift Wage Rate: **\$59.15**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$57.05**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: \$57.46 on overtime
Shift Wage Rate: **\$91.28**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$53.43**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: \$57.46 on overtime
Shift Wage Rate: **\$85.49**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$40.84**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: \$57.46 on overtime
Shift Wage Rate: **\$65.34**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$54.04**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.10**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$51.40**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.31

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$29.41**

Supplemental Benefit Rate per Hour: **\$17.65**

Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$25.54**

Supplemental Benefit Rate per Hour: **\$17.65**

Overtime Description

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)

(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$55.40**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$43.10**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Field Engineer - BC Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.96

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$38.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$58.50**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$45.53**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$30.43**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$67.70
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$108.32

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$70.10
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: 51.75 overtime hours
Shift Wage Rate: \$112.16

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$72.34**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$115.74**

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$70.63**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$113.01**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$69.23**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$110.77**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$65.76**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$105.22**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$53.08**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$84.93**

Operating Engineer - Road & Heavy Construction VIII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Utility Compressors

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$41.18**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$51.93**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$62.53**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$100.05**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$57.46**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$91.94**

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$44.63**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$71.41**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$66.45**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$106.32**

Operating Engineer - Road & Heavy Construction XIII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$64.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$102.94**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$61.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$98.45**

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$66.30**

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$58.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: **\$93.98**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$59.21**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$94.74**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$85.00
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$136.00

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$65.76
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$105.22

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$64.04
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$102.46

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$54.17
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$86.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$70.32
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Compressors

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$41.76**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$56.16**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$73.37**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$117.39**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$70.50**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$112.80**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$41.84**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$66.94**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$39.85
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$63.76

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$57.82
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$43.28
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$65.83
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$69.74
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$64.26

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$63.58
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$50.53
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$46.15

Supplemental Benefit Rate per Hour: \$38.50

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$48.88

Supplemental Benefit Rate per Hour: \$42.70

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2013 - 10/31/2013

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$33.24**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$41.24**

Effective Period: 11/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$34.09**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$42.59**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$56.48

Supplemental Benefit Rate per Hour: \$33.31

Effective Period: 1/20/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$56.98

Supplemental Benefit Rate per Hour: \$34.81

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: \$34.01
Supplemental Benefit Rate per Hour: \$25.14

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$34.51
Supplemental Benefit Rate per Hour: \$25.59

House Wrecker - Tier B

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: \$23.75
Supplemental Benefit Rate per Hour: \$18.62

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$24.02
Supplemental Benefit Rate per Hour: \$19.12

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2013 – 1/19/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$42.30**

Supplemental Benefit Rate per Hour: **\$43.54**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$42.70**

Supplemental Benefit Rate per Hour: **\$44.57**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$46.75**

Supplemental Benefit Rate per Hour: **\$62.48**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.25

Supplemental Benefit Rate per Hour: \$64.43

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter. Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.25

Supplemental Benefit Rate per Hour: \$33.25

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$24.25

Supplemental Benefit Rate per Hour: \$12.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$23.25
Supplemental Benefit Rate per Hour: \$12.30

Landscaper (up to 3 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.75
Supplemental Benefit Rate per Hour: \$12.30

Groundperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.75
Supplemental Benefit Rate per Hour: \$12.30

Tree Remover / Pruner

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$29.25
Supplemental Benefit Rate per Hour: \$12.30

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$19.25
Supplemental Benefit Rate per Hour: \$12.30

Watering - Plant Maintainer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.25
Supplemental Benefit Rate per Hour: \$12.30

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$49.19**

Supplemental Benefit Rate per Hour: **\$32.24**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$50.57**

Supplemental Benefit Rate per Hour: **\$33.82**

Marble Finisher

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$39.05**

Supplemental Benefit Rate per Hour: **\$31.43**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$39.71**

Supplemental Benefit Rate per Hour: **\$33.10**

Marble Polisher

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$34.73**

Supplemental Benefit Rate per Hour: **\$24.60**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$35.64**

Supplemental Benefit Rate per Hour: **\$25.64**

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$35.00**
Supplemental Benefit Rate per Hour: **\$25.74**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$35.53**
Supplemental Benefit Rate per Hour: **\$26.31**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$34.07**

Supplemental Benefit Rate per Hour: **\$19.77**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$34.59**

Supplemental Benefit Rate per Hour: **\$20.75**

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$23.27**

Supplemental Benefit Rate per Hour: **\$14.08**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$23.78**

Supplemental Benefit Rate per Hour: **\$15.07**

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.43

Supplemental Benefit Rate per Hour: \$40.15

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$47.69**

Supplemental Benefit Rate per Hour: **\$48.87**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$44.39**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$44.64**

Supplemental Benefit Rate per Hour: **\$35.83**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.80 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$43.03**

Supplemental Benefit Rate per Hour: **\$35.82**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$43.03**

Supplemental Benefit Rate per Hour: **\$35.82**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$25.62**

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$25.62**

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

Journeyperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.50

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$37.50

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$32.08

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$33.58

Painter - Power Tool

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$32.08

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$33.58

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PAPERHANGER

Paperhanger

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$29.23**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: **\$41.08**

Supplemental Benefit Rate per Hour: **\$29.23**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$43.54**

Supplemental Benefit Rate per Hour: **\$33.55**

Paver & Roadbuilder - Laborer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.67

Supplemental Benefit Rate per Hour: \$33.55

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.12

Supplemental Benefit Rate per Hour: \$33.55

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.61

Supplemental Benefit Rate per Hour: \$33.55

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.32

Supplemental Benefit Rate per Hour: \$33.55

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 20% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$41.13**

Supplemental Benefit Rate per Hour: **\$24.95**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$41.78**

Supplemental Benefit Rate per Hour: **\$27.95**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$52.36

Supplemental Benefit Rate per Hour: \$37.34

Supplemental Note: Overtime supplemental benefit rate per hour: \$74.40

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$64.87

Supplemental Benefit Rate per Hour: \$25.18

Supplemental Note: Overtime supplemental benefit rate per hour: \$50.08

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$33.46**

Supplemental Benefit Rate per Hour: **\$16.93**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$38.27**

Supplemental Benefit Rate per Hour: **\$12.84**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$37.11**

Supplemental Benefit Rate per Hour: **\$25.56**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$44.91**

Supplemental Benefit Rate per Hour: **\$18.37**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

**PLUMBER: PUMP & TANK
(Installation and Maintenance)**

Plumber - Pump & Tank

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$53.01**

Supplemental Benefit Rate per Hour: **\$31.86**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$62.83**

Supplemental Benefit Rate per Hour: **\$21.37**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$27.37**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$40.00**

Supplemental Benefit Rate per Hour: **\$27.87**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$45.41**

Supplemental Benefit Rate per Hour: **\$23.29**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$45.96**

Supplemental Benefit Rate per Hour: **\$43.19**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Duct Cleaner

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$12.90
Supplemental Benefit Rate per Hour: \$8.07

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$36.77
Supplemental Benefit Rate per Hour: \$43.19

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2013 - 7/31/2013

Wage Rate per Hour: **\$41.28**

Supplemental Benefit Rate per Hour: **\$22.88**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 8/1/2013 - 6/30/2014

Wage Rate per Hour: **\$40.78**

Supplemental Benefit Rate per Hour: **\$23.38**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.80**

Supplemental Benefit Rate per Hour: **\$42.17**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$52.50**
Supplemental Benefit Rate per Hour: **\$50.54**
Supplemental Note: Overtime supplemental benefit rate: \$100.34

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$53.25**
Supplemental Benefit Rate per Hour: **\$51.04**
Supplemental Note: Overtime supplemental benefit rate: \$101.34

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$50.54**

Supplemental Note: Overtime supplemental benefit rate: \$100.34

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$53.25**

Supplemental Benefit Rate per Hour: **\$51.04**

Supplemental Note: Overtime supplemental benefit rate: \$101.34

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$38.05

Supplemental Benefit Rate per Hour: \$12.26

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$31.26

Supplemental Benefit Rate per Hour: \$11.13

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$31.47

Supplemental Benefit Rate per Hour: \$11.55

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.90

Supplemental Benefit Rate per Hour: \$10.16

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$26.07

Supplemental Benefit Rate per Hour: \$10.52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$22.23

Supplemental Benefit Rate per Hour: \$9.44

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$22.38

Supplemental Benefit Rate per Hour: \$9.76

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$18.44

Supplemental Benefit Rate per Hour: \$8.78

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$18.56

Supplemental Benefit Rate per Hour: \$9.06

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$13.48

Supplemental Benefit Rate per Hour: \$8.10

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$13.57

Supplemental Benefit Rate per Hour: \$8.30

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$47.72**

Supplemental Benefit Rate per Hour: **\$35.28**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$46.56**

Supplemental Benefit Rate per Hour: **\$36.40**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$44.32**

Supplemental Benefit Rate per Hour: **\$21.66**

Effective Period: 1/1/2014 - 6/24/2014

Wage Rate per Hour: **\$44.82**

Supplemental Benefit Rate per Hour: **\$21.66**

Effective Period: 6/25/2014 - 6/30/2014

Wage Rate per Hour: **\$45.32**

Supplemental Benefit Rate per Hour: **\$21.66**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$35.94**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: \$38.49
Supplemental Benefit Rate per Hour: \$27.40

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$38.80
Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$48.35**

Supplemental Benefit Rate per Hour: **\$31.44**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$49.25**

Supplemental Benefit Rate per Hour: **\$31.82**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.63**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$44.54**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$54.20**

Supplemental Benefit Rate per Hour: **\$48.20**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$52.31**

Supplemental Benefit Rate per Hour: **\$46.59**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$51.35
Supplemental Benefit Rate per Hour: \$45.78

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$50.42
Supplemental Benefit Rate per Hour: \$44.91

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$50.42
Supplemental Benefit Rate per Hour: \$44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$43.94
Supplemental Benefit Rate per Hour: \$42.55

Blasters (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$51.72
Supplemental Benefit Rate per Hour: \$46.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$49.48
Supplemental Benefit Rate per Hour: \$44.06

All Others (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$45.73
Supplemental Benefit Rate per Hour: \$40.75

Microtunneling (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$39.58
Supplemental Benefit Rate per Hour: \$35.25

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

- Double time the regular rate after an 8 hour day.
- Double time the regular time rate for Saturday.
- Double time the regular rate for Sunday.
- Double time the regular rate for work on the following holiday(s).

Paid Holidays

- New Year's Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

(Local #147)

**WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

APPRENTICESHIP SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS
ADDENDUM
EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. FLOOR COVERER
4. HOUSE WRECKER
5. IRONWORKER – ORNAMENTAL
6. IRON WORKER - STRUCTURAL
7. MASON TENDER
8. PLASTERER
9. PLUMBER

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER.....	4
BOILERMAKER.....	4
BRICKLAYER.....	6
CARPENTER.....	7
CEMENT MASON.....	8
CEMENT AND CONCRETE WORKER.....	8
DERRICKPERSON & RIGGER (STONE).....	9
DOCKBUILDER/PILE DRIVER.....	9
ELECTRICIAN.....	10
ELEVATOR CONSTRUCTOR.....	13
ELEVATOR REPAIR & MAINTENANCE.....	14
ENGINEER.....	15
ENGINEER - OPERATING.....	15
FLOOR COVERER.....	16
GLAZIER.....	17
HEAT & FROST INSULATOR.....	17
HOUSE WRECKER.....	18
IRON WORKER - ORNAMENTAL.....	19
IRON WORKER - STRUCTURAL.....	21
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)....	22
MARBLE MECHANICS.....	22
MASON TENDER.....	24
METALLIC LATHER.....	25
MILLWRIGHT.....	26
PAVER AND ROADBUILDER.....	26
PAINTER.....	27
PAINTER - STRUCTURAL STEEL.....	28
PLASTERER.....	28
PLUMBER.....	29
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION) .	31
ROOFER.....	31
SHEET METAL WORKER.....	32
SIGN ERECTOR.....	33
STEAMFITTER.....	35
STONE MASON - SETTER.....	35
TAPER.....	36
TILE LAYER - SETTER.....	37
TIMBERPERSON.....	37

ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$28.75

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$29.74

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.33

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$31.40

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$31.91

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.05

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 80% of Journeyperson's rat

Supplemental Benefit Rate Per Hour: \$33.49

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rat

Supplemental Benefit Rate Per Hour: \$34.69

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 85% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$35.05

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 85% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$36.34

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$36.63

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$38.00

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$38.19

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.04

Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$10.86

Overtime Supplemental Rate per Hour: \$11.68

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.10

Overtime Supplemental Rate per Hour: \$11.93

Electrician (First Term: 7-12 Months)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$11.37

Overtime Supplemental Rate per Hour: \$12.26

Effective period: 5/14/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$13.50**
Supplemental Benefit Rate per Hour: **\$11.62**
Overtime Supplemental Rate per Hour: **\$12.51**

Electrician (Second Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: **\$14.50**
Supplemental Benefit Rate per Hour: **\$11.88**
Overtime Supplemental Rate per Hour: **\$12.83**

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: **\$14.50**
Supplemental Benefit Rate per Hour: **\$12.13**
Overtime Supplemental Rate per Hour: **\$13.08**

Electrician (Second Term: 7-12 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: **\$15.50**
Supplemental Benefit Rate per Hour: **\$12.39**
Overtime Supplemental Rate per Hour: **\$13.41**

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: **\$15.50**
Supplemental Benefit Rate per Hour: **\$12.64**
Overtime Supplemental Rate per Hour: **\$13.66**

Electrician (Third Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: **\$16.50**
Supplemental Benefit Rate per Hour: **\$12.90**
Overtime Supplemental Rate per Hour: **\$13.98**

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: **\$16.50**
Supplemental Benefit Rate per Hour: **\$13.15**
Overtime Supplemental Rate per Hour: **\$14.23**

Electrician (Third Term: 7-12 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: **\$17.50**
Supplemental Benefit Rate per Hour: **\$13.40**
Overtime Supplemental Rate per Hour: **\$14.56**

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: **\$17.50**
Supplemental Benefit Rate per Hour: **\$13.65**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Overtime Supplemental Rate per Hour: \$14.81

Electrician (Fourth Term: 0-6 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$13.91

Overtime Supplemental Rate per Hour: \$15.13

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.16

Overtime Supplemental Rate per Hour: \$15.38

Electrician (Fourth Term: 7-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$20.25

Supplemental Benefit Rate per Hour: \$14.80

Overtime Supplemental Rate per Hour: \$16.14

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$20.50

Supplemental Benefit Rate per Hour: \$15.18

Overtime Supplemental Rate per Hour: \$16.53

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$17.30

Overtime Supplemental Rate per Hour: \$18.68

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.06

Overtime Supplemental Rate per Hour: \$19.47

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$19.56

Overtime Supplemental Rate per Hour: \$21.23

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

Overtime Supplemental Rate per Hour: \$22.01

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Electrician (Fourth Term: 0-6 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: **\$22.10**
Supplemental Benefit Rate per Hour: **\$15.74**
Overtime Supplemental Rate per Hour: **\$17.20**

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: **\$22.10**
Supplemental Benefit Rate per Hour: **\$15.99**
Overtime Supplemental Rate per Hour: **\$17.45**

Electrician (Fourth Term: 7-12 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: **\$23.95**
Supplemental Benefit Rate per Hour: **\$16.69**
Overtime Supplemental Rate per Hour: **\$18.26**

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: **\$24.20**
Supplemental Benefit Rate per Hour: **\$17.06**
Overtime Supplemental Rate per Hour: **\$18.66**

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: **\$25.80**
Supplemental Benefit Rate per Hour: **\$19.21**
Overtime Supplemental Rate per Hour: **\$20.83**

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: **\$26.30**
Supplemental Benefit Rate per Hour: **\$19.96**
Overtime Supplemental Rate per Hour: **\$21.61**

Overtime Description

Overtime Wage paid at time and one half the regular rate
For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Elevator (Constructor) - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.87

Elevator (Constructor) - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.92

Elevator (Constructor) - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.38

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.84

(Local #1)

**ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)**

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.79

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.12

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$28.43

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$29.74

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.49

Supplemental Benefit Rate per Hour: \$20.68

Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$20.68

Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.92

Supplemental Benefit Rate per Hour: \$20.68

Engineer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.73

Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

Floor Coverer (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

Floor Coverer (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

Floor Coverer (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$11.97

Glazier (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.13

Glazier (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.54

Glazier (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.34

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.52

Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Second Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$21.46

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$21.67

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Third Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$23.27

Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.83

Supplemental Benefit Rate per Hour: \$16.60

(Local #79)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.78

Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.75

Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.72

Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$39.66

Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.63

Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.57

Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.84
Effective 1/20/2014 – Supplemental Benefits Per Hour: 34.55

Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.81
Effective 1/20/2014 – Supplemental Benefits Per Hour: 35.55

Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.78
Effective 1/20/2014 – Supplemental Benefits Per Hour: 36.55

Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.72
Effective 1/20/2014 – Supplemental Benefits Per Hour: 38.56

Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$39.66

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective 1/20/2014 – Supplemental Benefits Per Hour: 40.56

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$24.48**
Supplemental Benefit Rate per Hour: **\$43.87**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$24.73**
Supplemental Benefit Rate per Hour: **\$45.07**

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$25.08**
Supplemental Benefit Rate per Hour: **\$43.87**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$25.33**
Supplemental Benefit Rate per Hour: **\$45.07**

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$25.68**
Supplemental Benefit Rate per Hour: **\$43.87**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$25.93**
Supplemental Benefit Rate per Hour: **\$45.07**

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$20.63**

Supplemental Benefit Rate per Hour: **\$17.06**

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: **\$20.79**

Supplemental Benefit Rate per Hour: **\$17.58**

Mason Tender - Second Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$21.73**

Supplemental Benefit Rate per Hour: **\$17.06**

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: **\$21.94**

Supplemental Benefit Rate per Hour: **\$17.58**

Mason Tender - Third Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$23.33**

Supplemental Benefit Rate per Hour: **\$17.06**

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: **\$23.59**

Supplemental Benefit Rate per Hour: **\$17.58**

Mason Tender - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$25.93**

Supplemental Benefit Rate per Hour: **\$17.06**

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: **\$26.25**

Supplemental Benefit Rate per Hour: **\$17.58**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$28.11**
Supplemental Benefit Rate per Hour: **\$22.79**

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$32.71**
Supplemental Benefit Rate per Hour: **\$24.44**

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$37.77**
Supplemental Benefit Rate per Hour: **\$25.59**

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$17.71**
Supplemental Benefit Rate per Hour: **\$19.85**

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$22.81**
Supplemental Benefit Rate per Hour: **\$19.85**

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$27.91**
Supplemental Benefit Rate per Hour: **\$19.85**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.23

Supplemental Benefit Rate per Hour: \$31.51

Millwright (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$34.77

Millwright (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.77

Supplemental Benefit Rate per Hour: \$39.19

Millwright (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.30

Supplemental Benefit Rate per Hour: \$44.63

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.19

Supplemental Benefit Rate per Hour: \$16.20

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$27.77

Supplemental Benefit Rate per Hour: \$16.20

(Local #1010)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$11.38

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$18.75

Supplemental Benefit Rate per Hour: \$15.23

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.14

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$23.52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: \$31.60
Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.76
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.76

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$13.24

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective 1/20/2014 – Supplemental Benefits Per Hour: 16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.21
Effective 1/20/2014 – Supplemental Benefits Per Hour: 18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.29
Effective 1/20/2014 – Supplemental Benefits Per Hour: 19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.46
Effective 1/20/2014 – Supplemental Benefits Per Hour: 21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.54
Effective 1/20/2014 – Supplemental Benefits Per Hour: 22.54

(Local #530)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$2.96

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Plumber - Second Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: **\$18.26**
Supplemental Benefit Rate per Hour: **\$16.32**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$23.67**
Supplemental Benefit Rate per Hour: **\$11.16**

Plumber - Third Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: **\$20.36**
Supplemental Benefit Rate per Hour: **\$16.32**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$25.77**
Supplemental Benefit Rate per Hour: **\$11.16**

Plumber - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: **\$23.21**
Supplemental Benefit Rate per Hour: **\$16.32**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$28.62**
Supplemental Benefit Rate per Hour: **\$11.16**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: **\$24.61**
Supplemental Benefit Rate per Hour: **\$16.32**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$30.02**
Supplemental Benefit Rate per Hour: **\$11.16**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: **\$36.68**
Supplemental Benefit Rate per Hour: **\$16.32**

Effective Period: 1/20/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$42.09

Supplemental Benefit Rate per Hour: \$11.16

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.00

Supplemental Benefit Rate per Hour: \$3.64

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$8.59

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.23

Supplemental Benefit Rate per Hour: \$11.34

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$11.34

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 30% of Journeyman's rate

Supplemental Rate Per Hour: \$15.37

Sheet Metal Worker - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$18.24

Sheet Metal Worker - Third Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$20.06

Sheet Metal Worker - Third Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.87

Sheet Metal Worker - Fourth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.69

Sheet Metal Worker - Fourth Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.33

Sheet Metal Worker - Fifth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.47

Sheet Metal Worker - Fifth Year(2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.23

(Local #28)

**SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.75

Sign Erector - Second Year: 1st Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.30

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 100% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

Timberperson - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

Timberperson - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

Timberperson - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

(Local #1536)

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BUILDING CLEANER AND MAINTAINER (OFFICE).....	4
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL).....	4
CLEANER (PARKING GARAGE).....	4
DAY CARE SERVICES.....	4
FOOD SERVICE EMPLOYEES.....	4
GARDENER.....	5
HEAD START SERVICES.....	5
HOMECARE SERVICES.....	6
SECURITY GUARD (ARMED).....	6
SECURITY GUARD (UNARMED).....	6
SERVICES TO PERSONS WITH CEREBRAL PALSY.....	6
TEMPORARY OFFICE SERVICES.....	7
WINDOW CLEANER.....	8

BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$15.62

Supplemental Benefit Rate per Hour: \$1.72

Cafeteria Attendant

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: ~~\$10.48~~

Supplemental Benefit Rate per Hour: \$1.72

Counter Attendant

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$9.95

Supplemental Benefit Rate per Hour: \$1.72

Kitchen Helper / Dishwasher

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$9.60

Supplemental Benefit Rate per Hour: \$1.72

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

HEMOCARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.83

Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.86

Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$21.23

Supplemental Benefit Rate per Hour: None

Data Entry Operator

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$16.21

Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.88

Supplemental Benefit Rate per Hour: None

Secretary (various)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$18.66
Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.02
Supplemental Benefit Rate per Hour: None

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi *Leonard A. Mancusi*

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

-LAM:er
ACCO.SECURITY AT SITES



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

Contractor.

Dated _____, 20__

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20__



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: HWK1130B

RECONSTRUCTION OF

NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

HASA Construction LLC

Contractor.

Dated _____, 20____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

[Signature]

Acting Corporation Counsel

RL 3/3/14

Dated *March 3*, 20 *14*



**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

LAW

VOLUME 3 OF 3

**SCHEDULE A
ADDENDA NOS. 1 TO 5**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWK1130B

**RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:**

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

**SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE**

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

**OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL**

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

**INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

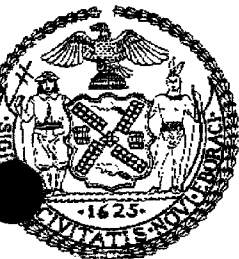
Together With All Work Incidental Thereto

**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
STV INCORPORATED, THE RBA GROUP AND PARSONS

FEBRUARY 10, 2014

W-4-090



SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. New York City Standard Highway Specifications, November 1, 2010
2. New York City Standard Highway Details of Construction, July 1, 2010
3. New York City Division of Street Lighting Specifications
4. New York City Division of Street Lighting Standard Drawings
5. New York City Standard Specifications for Traffic Signals
6. New York City Standard Drawings for Traffic Signals

The following reference documents for Sewer Work are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009
2. New York City DEP Instructions for Concrete Specifications, Jan. 92
3. New York City DEP General Specification 11-Concrete, November 1991
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009
2. New York City Department of Environmental Protection Water Main Standard Drawings
3. Specifications for Trunk Main Work, dated March 2012
4. Standards for Green Infrastructure, latest version, available only on-line at: http://www.nyc.gov/html/dep/pdf/green_infrastructure/bioswales-standard-designs.pdf

The water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302
E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.

Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: <http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

SCHEDULE A**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p>The Contractor shall obtain a bid security in the amount indicated to the right.</p>	See Attachment 1 (page A-1 of the Bid Booklet).	
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	See Attachment 1 (page A-1 of the Bid Booklet).	
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	See Page SA-4	
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</p>	\$ <u>3,000.</u> for each consecutive calendar day over substantial completion time	
<p align="center"><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	Not to exceed <u>50</u> % of the Contract price	
<p align="center"><u>CONTRACT ARTICLE 21. RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<u>0</u> % of the value of the Work	

<p align="center"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-11</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>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.</p>	<p>1% of Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Twenty-four (24) Months for Tree Planting See Addendum No. 2, Article 7.h) on pages A2-5 and A2-6.</p>
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.</p>	<p>See Contract Article 74</p>
<p align="center"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>See Contract Article 75</p>
<p align="center"><u>CONTRACT ARTICLE 78.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>See M/WBE Utilization Plan in the Bid Booklet</p>

<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR</u> <u>ENGINEER'S FIELD OFFICE</u></p> <p>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.</p>	<p>\$ <u>250.00</u> for each calendar day of deficiency</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR</u> <u>MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR</u> <u>MAINTENANCE OF SITE</u></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</p>	<p>\$ <u>250.00</u> for each calendar day, for each occurrence</p>

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 365 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 (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity’s name, if known, or the entity’s title (e.g., Project Manager), 3. New York State, including its officials and employees, 4. Federal Transit Administration, including its officials and employees, and

	<p>5. 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.</p> <p>6. National Grid.</p>
<p><input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2</p> <p><input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2</p> <p><input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2</p> <p><input type="checkbox"/> Jones Act Art. 22.1.3</p> <p><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>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.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input checked="" type="checkbox"/> Additional Requirements:</p> <p>(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.</p> <p>(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.</p>

<p><input type="checkbox"/> Builders' Risk</p>	<p>Art. 22.1.4</p>	<p>100 % of total value of Work</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>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.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<p><input checked="" type="checkbox"/> Commercial Auto Liability</p>	<p>Art. 22.1.5</p>	<p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> (1) City of New York, including its officials and employees, and (2) 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. (3) New York State, including its officials and employees, and (4) Federal Transit Administration, including its officials and employees.

<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

[OTHER]

Art. 22.1.8

■ Railroad Protection Liability Policy

(ISO-RIMA or equivalent form) approved by Permitter covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

\$ 2,000,000 per occurrence

\$ 6,000,000 annual aggregate

Named Insureds:

1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.

[OTHER] Art. 22.1.8

Professional Liability

A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.

B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

<p>[OTHER] Art. 22.1.8</p> <p><input checked="" type="checkbox"/> Engineer's Field Office</p> <p>Section 6.40, Standard Highway Specifications</p>	<p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>
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[OTHER] Art. 22.1.8

The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: February 24, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Sections 6.44 PO and 6.52 CG.
3. New Sections
4. Special Provisions

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

[Added 12-09-2010]

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

[Added 01-09-2011]

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**
Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety;
Substitute the following revised **Subsection 4.16.5.(B)** :

"(B) STUMP REMOVAL

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

[Added 04-18-2011]

3. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENT**;
Delete the first three (3) paragraphs on page 219;
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 07-01-2011]

4. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**;
Delete line (b) under the first paragraph;
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

- (c) Permits from the Department of Sanitation for use of City landfills;"

[Added 07-27-2011]

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics;**
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;
Substitute the following revised article "a":
- "a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

[Added 09-27-2012]

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

[Added 04-08-2013]

7. Refer to Page 200, **Subsection 4.11.2.(B), first paragraph, sixth line;**
Delete the word "porcelain,".
8. Refer to Page 201, **Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;**
Delete the second and third paragraphs under Subsection 4.11.3.(B), in their entirety;
Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

9. Refer to Page 202, **Subsection 4.11.3.(E) GLASS;**
Add the following new **Subsection 4.11.3.(F) RECYCLED PORCELAIN
AGGREGATE (RPA) :**

“(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasy Kravchuk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material.”

10. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENTING,**
first four paragraphs;
Delete the first four paragraphs under Subsection 4.13.4.(H), in
their entirety;
Substitute the following revised four paragraphs:

“Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

‘Commercial Gray’: In commercial districts C4-4 through C4-7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield ‘Landmarks Grey’ K-157-4; L.M. Scofield ‘Cool Black No. 4’; Davis Colors No. 884-3%; Lansco Color No. 437 ‘Strong Black’ 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Grey Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 05-24-2013]

11. Refer to Page 14, **Subsection 1.06.23. (A) PERMITS**, first paragraph as modified by Article 4 on page A1-1b;
Add the following new text:

"(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."

12. Refer to Page 14, **Subsection 1.06.23. (A) PERMITS**, second paragraph;
Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

[Added 08-05-2013]

13. Refer to page 116, second paragraph up from the bottom of the page, first line;
Change the words "Concrete of Type IA and IIA shall have ..." to read "Concrete of Type IA, IIA and IIIA shall have ..."

[Added 09-04-2013]

14. Refer to page 100, **Subsection 3.01.3. (C) 1. (c)**;
Delete the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix ...";
Substitute the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."
15. Refer to page 110, **Subsection 3.05.2. (A)**, **Table 3.05-I**;
Insert the following text at the bottom of **Table 3.05-I**:

"Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4.**"

16. Refer to page 112, **Subsection 3.05.3.(C)**, second paragraph;
Delete the second paragraph in its entirety;
Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."

17. Refer to page 113, first line of text, beginning with the words
"condition making up one (1) cubic yard of concrete.";
Insert the following sentence between the words "condition making up one
(1) cubic yard of concrete." and "The range of water-cement ratio within which the . . .":

"The calculated yield of the mix shall be within \pm 2% of the Theoretical (1) cubic yard."

18. Refer to Page 113, second paragraph beginning with the words "The
Contractor may substitute Portland cement . . .";
Delete the second paragraph under **Subsection 3.05.4.**, in its
entirety;
Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of 3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea water spray areas) of the weight of cement specified for any concrete mixture provided the Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The Contractor, immediately following but not later than eight weeks after the date of the Contractor's Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use for the various ambient temperatures anticipated during the period of concrete placement. This data shall be presented in both tabular and graphical form for those various ambient temperatures with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours for High-Early Strength Concrete."

19. Refer to Page 115, **TABLE 3.05-III - INGREDIENT MATERIALS**;
Change in the third row, second column, the type of Portland
Cement from "Type III*" to read "Type II or Type III*"

20. Refer to page 132, **Subsection 3.06.3.(D)**;
Change the words "Water shall be drawn from mains owned by The City of New York." to
read "Water shall be potable and drawn from municipal water mains."

21. Refer to page 133, **Subsection 3.07.3.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."

22. Refer to page 134, **Subsection 3.08.4.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."

23. Refer to Page 166, **Subsection 4.05.2. (A)** ;
Delete **Subsection 4.05.2. (A)**, in their entirety;
Substitute the following revised **Subsection 4.05.2. (A)** :

“(A) Concrete Pavement shall be of the following types:

- Type 1--Non-reinforced
- Type 2--Reinforced (Unpigmented or pigmented if specified)
- Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses.”

24. Refer to Page 166, **Subsection 4.05.3. (A)** ;
Insert the following new **Subsection 4.05.3. (A1)** :

“(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer.”

25. Refer to Page 170, **Subsection 4.05.5. (A) GENERAL** ;
Insert the following two new paragraphs:

“For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete.”

26. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**, 4th line;
Insert in the fourth line, the words "pigment when specified" between the
words "specifications, including, but not limited to," and "furnishing and installing...":

27. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**;
Insert the following two new Items to the list of Item Nos. at the
bottom of **Subsection 4.05.9**:

"4.05 ACP REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.

4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT
(BUS STOPS)(PIGMENTED) C.Y."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;**

Delete the text under **Subsections (a), (b), (c), (d), (h), (i), and (m),** in their entirety;

Substitute the following revised text:

- "(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
- (c) System Ram: Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
- (d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."
- "(h) Video Display Card: HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
- (i) Monitor: 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor."
- "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer."

~~2. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b);**~~

~~Delete the text under **Subsection (b),** which begins with the words~~

~~"(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;~~

~~Substitute the following revised text:~~

- ~~"(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."~~

3. Refer to Page 367, Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU), first paragraph;
 Delete the text in the first paragraph of Subsection 6.40.3., in its entirety;
 Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
 Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;
 Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
 Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

6. Refer to Page 496, Subsection 7.20.4. **METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4:**

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, **Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;
Delete the text under **Subsections (g) and (k)**, in their entirety;
Substitute the following revised text:

"(g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.

(k) Network Interface: Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;
Delete the text under **Subsection (a)**, in its entirety;
Substitute the following revised text:

"(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)**, as amended by Article 2 on page A1-2 of this Addendum; Delete the text under **Subsection (b)**, in its entirety; Substitute the following words: "**(b) (No Text)**."

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS; Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety; Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 – Rodent and Waterbug Pest Control**; Delete **Section 7.88**, in its entirety; Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

[Added 02-08-2013]

12. (NO TEXT)

SECTION 7.88 (Revised)
Rodent and Waterbug Pest Control

7.88.1. DESCRIPTION. The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.

7.88.2. MATERIALS. All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContractBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall not be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

(A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

7.88.3. PERSONNEL. The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.

7.88.4. METHODS. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. During Construction - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

(D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

7.88.5. EDUCATION & TRAINING. The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

7.88.6. RECORDS AND REPORTS.

(A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction – Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

(C) RODENT AND WATERBUG CONTROL WORK

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

7.88.7. NONCONFORMANCE. If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of “outside services” and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

7.88.8. MEASUREMENT.

(A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

(B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

(D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

7.88.9. PRICES TO COVER.

(A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK

[Added 05-24-2013]

13. Refer to Page 366, **Subsection 6.40.2.(C)(c)(1)(m) Software Requirements**, as modified by Article 1 on page A1-2;
Delete the text under **Subsection (m)**, in its entirety;
Substitute the following revised text:

“(m) **Software Requirements:** Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer.”

[Added 09-04-2013]

14. Refer to Page 384, the end of **Section 6.44 - White and Yellow Thermoplastic Reflectorized Pavement Markings**;
Insert new **SECTION 6.44 PO**, after **Section 6.44**, as contained on the following pages A1-2k through A1-2m.

[Added 02-10-2014]

15. Refer to Pages 393 and 394, **SECTION 6.52 - Uniformed Full-Time Flagperson**;
Delete **Section 6.52** on pages 393 and 394, but do not delete examples on pages 395 and 396;
Substitute **SECTION 6.52 CG**, as contained on the following pages A1-2n and A1-2o.

**SECTION 6.44 PO
Lane Pavement Overlay**

6.44PO.1. DESCRIPTION. This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

6.44PO.2. REFERENCES.

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

6.44PO.3. SUBMITTALS.

- A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
- B. Written and published specification for the application of the selected asphalt pavement coating.
- C. Confirmation of coating color.
- D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

6.44PO.4. MATERIALS.

The following table outlines minimum performance properties of a typical asphalt pavement coating.

Characteristic	Test Specification	Measured result
Durability: Taber Abrasion resistance	ASTM D-4060 7 day cure, H-10 wheel (wet test)	< 5.0 g/1000
Water sensitivity	ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery:	< 10% < 1.0%
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	New York City Bike Lane Green $\Delta E < 1.5$
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color $\Delta E < 1.5$

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc.
1509 S. Kaufman Street
Ennis, TX 75119

Integrated Pavement Concepts, Inc.
102-17957 55th Avenue
Surrey, BC Canada V3S 6C4

Crafco, Inc.
420 N. Roosevelt Avenue
Chandler, AZ 85226

6.44PO.5. METHODS. The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

6.44PO.6. MEASUREMENT. The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

6.44PO.7. PRICES TO COVER. The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.44 POG	GREEN BICYCLE LANE PAVEMENT OVERLAY	S.Y.
6.44 POR	RED BUS LANE PAVEMENT OVERLAY	S.Y.

SECTION 6.52 CG Crossing Guard

6.52CG.1. INTENT. This section describes the employment of full-time uniformed crossing guards to direct and detour traffic.

6.52CG.2. DESCRIPTION. The Contractor shall furnish an adequate number of competent crossing guards to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.

6.52CG.3. METHODS. All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained in controlling vehicular and pedestrian traffic by a recognized training program such as that provided by the American Traffic Safety Services Association, the National Safety Council, unions or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and procedures to be used by them shall be in compliance with the requirements of Chapter 6E. FLAGGER CONTROL, in the Federal "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009 Edition, or later edition, and shall each be equipped with an active two-way radio.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of certified crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item.

6.52CG.4. MEASUREMENT. The quantity to be measured for payment shall be the number of person-hours of uniformed crossing guard service actually performed, as authorized by the Engineer. Laborers who are not full-time crossing guard will not be measured for payment as crossing guards under this or any other item. Each uniformed crossing guard shall be required to work a minimum of eight (8) hours a day and the Contractor will be given a minimum of twelve (12) hours advanced notice by the Engineer as to when to furnish a crossing guard.

6.52CG.5. PRICE TO COVER. The contract price per person-hour shall cover the cost of all labor, materials, equipment, and insurance necessary to employ a uniformed full-time crossing guard, and equip him/her with safety vests, hard hats, and signaling devices, including all other incidental costs necessary to control and detour traffic, as shown on the Contract Drawings, the Examples #1 and #2 on pages 395 and 396 (excluding worker acting as a flagperson "A" in Example #2), or as directed by the Engineer.

Payment for flagperson "A" in Example #2, shall be deemed to be included under other items of work, as appropriate.

Where there is no scheduled item for Crossing Guard, the cost of furnishing Crossing Guards as required shall be deemed included in the unit price bid for the Maintenance and Protection of Traffic item.

Payment will be made under:

Item No.	Item	Pay Unit
6.52 CG	CROSSING GUARD	PERSON-HOUR (P/HR)

[Added 02-24-2014]

16. Refer to Pages 480 and 481, **Subsection 7.13.2.(B) MAINTENANCE OF STREETS**, 4th paragraph, beginning with the words "The Contractor shall maintain the traveled way . . .";
Delete the 4th paragraph, in its entirety;
Substitute the following text:

"The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not be limited to, stairways, promenades, esplanade areas, and sidewalk, including those fronting his office and the Engineer's field office all of which will be the responsibility of the Contractor."

3. NEW SECTIONS

SECTION 4.02 I
Asphalt Concrete Paving,
Type I-1 and I-4

PART 1. GENERAL4.02I.1.01. SUMMARY.

- A. This Section specifies requirements for plant mix macadam base course, bottom course, top course, tack coat and overlay of existing pavement with performance graded asphalt specified in 4.02I.2.02.B.
- B. Except as in 4.02I.1.01.C. below, recycled asphalt concrete pavement (consisting of reclaimed asphalt pavement blended with new materials) may be used to the maximum percentages specified in 4.02I.1.04.C.2.b.
- C. Recycled asphalt concrete shall not be used in mixes where modified asphalts are used.

4.02I.1.02. REFERENCES. The following is a listing of the publications referenced in this Section:

American Association of State Highway and Transportation Officials (AASHTO)

- AASHTO M320 Performance Graded Asphalt Binder
- AASHTO R28 Practice for Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel (PAV)
- AASHTO T313 Test Method for Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)
- AASHTO T315 Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)
- AASHTO T48 Flash and Fire Points by Cleveland Open Cup
- AASHTO T240 Effect of Heat and Air on a Moving Film of Asphalt (Rolling Thin Film Oven Test)

American Society for Testing and Materials (ASTM)

- ASTM C 88 Test Method For Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
- ASTM C 117 Test Method for Materials Finer than 75-micrometres (No. 200) Sieve in Mineral Aggregates by Washing
- ASTM C 127 Test Method for Specific Gravity and Absorption of Coarse Aggregate
- ASTM C 128 Test Method for Specific Gravity and Absorption of Fine Aggregate
- ASTM C 131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- ASTM C 136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
- ASTM C 566 Test Method for Total Moisture Content of Aggregate by Drying

ASTM C 1252	Test Methods for Uncompacted Void Content of Fine Aggregate (as Influenced By Particle Shape, Surface Texture, and Grading)
ASTM D 75	Practice for Sampling Aggregates
ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 692	Coarse Aggregate for Bituminous Paving Mixtures
ASTM D 979	Practice for Sampling Bituminous Paving Mixtures
ASTM D 995	Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
ASTM D 1073	Fine Aggregate for Bituminous Paving Mixtures
ASTM D 2041	Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2726	Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D 3203	Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3549	Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D 3666	Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 4125	Test Methods for Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4402	Method for Viscosity Determinations of Unfilled Asphalt Using the Brookfield Thermosel Apparatus
ASTM D 4791	Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D 5821	Test Method for Determining the Percentage of Fractured Particles in Course Aggregate
ASTM D 5976	Type I Polymer Modified Asphalt Cement for Use in Pavement Construction
ASTM D 6084	Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D 6307	Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM D 6926	Test Method for Preparation of Bituminous Specimens Using Marshall Apparatus

- ASTM D 6927 Test Method for Marshall Stability and Flow of Bituminous Mixtures
- ASTM E 178 Practice for Dealing with Outlying Observations
- ASTM E 950 Test Method for Measuring the Longitudinal Profile of Traveled Surface with an Accelerometer Established Internal Profile Reference
- ASTM E 1274 Test Method for Measuring Pavement Roughness Using a Profilograph

Asphalt Institute - Manual Series

- MS-2 Mix Design Methods for Asphalt Concrete, and Other Hot-Mix Types
- MS-20 Asphalt Hot-Mix Recycling

Dept. of Transportation - Federal Aviation Administration (FAA)

Eastern Region Laboratory Procedures Manual (ERLPM) March, 1994

Standards for Specifying Construction of Airports

- P-401 Plant Mix Bituminous Pavements

4.02I.1.03. DESIGN AND PERFORMANCE REQUIREMENTS.

A. Job Conditions

1. Apply tack coat only when the base surface is dry and the ambient temperature in shade has not been below 32 degrees F for 12 hours immediately prior to application, unless otherwise approved by the Engineer.
2. Do not place asphalt concrete upon a wet or frozen surface.
3. The minimum laydown temperature shall be not less than 310°F, when the base temperature is below 50°F and not less than 275°F when the base temperature is 50°F or greater. The Engineer will measure the temperature of the asphalt concrete in the truck at the paver.
4. The minimum allowable base temperature for a lift thickness is shown in the following table:

<u>Nominal Lift thickness (inches)</u>	<u>Minimum Allowable Base Temperature (Degrees F)</u>
2 or greater	32
1-1/2 or greater, but less than 2	40
Less than 1-1/2	50

5. If nominal lift thickness is two inches or greater and the base temperature is below 32°F, the Engineer may approve paving operations if the Contractor can demonstrate, prior to commencing with paving, that density and mat texture uniformity can be achieved. All other requirements apply.
6. In case of sudden rain, the Engineer may at his sole discretion permit placing of mixture already in transit from the plant, provided the surface to be paved is free from pools of water and laydown temperatures

conform to the above tabulation. Such permission, however, shall not be interpreted as a waiver of any of the quality requirements.

B. Asphalt Concrete Mix Design

1. Design asphalt concrete job mix formula based on the "Mix Design Table" specified in 4.02I.2.03.A and specimen compaction temperature specified in 4.02I.1.04.E.3
2. Design top and bottom courses to the following target values:

Design Properties	Bottom Course	Top Course	
	Mix 1 ¹	Mix 2	Mix 3
Marshall Stability, lbs. @ 75 Blows (ASTM D 6927)	2150 min.	2150 min.	2150 min.
Flow Value, 0.01 inch gradation (ASTM D 6927)	8 - 16	8 - 16	8 - 16
Air Voids, Percent ² (ASTM D 3203)	3.8 - 5.2	2.8 - 4.2	2.8 - 4.2
Percent Voids Filled With Bitumen	65 - 75	67 - 77	67 - 77
Voids in the Mineral Aggregate (VMA) Minimum %	12	13	14

3. Plant mix macadam base course shall be a mixture designed within the gradation limits specified in 4.02I.2.03.A.
4. The design job mix formula shall indicate definite percentages passing for each sieve fraction of aggregate and the asphalt content.
5. Design new job mix formula for each asphalt plant used, whenever there is a change in material or when field conditions dictate a need for redesign.
6. When required by the Engineer, determine the tensile strength ratio of specimens of the composite paving mixture by procedures specified in ASTM D 4867. The value shall be not less than 80 percent.

C. Plant Production Requirements

1. The asphalt concrete mixture or its components shall not be heated to a temperature outside the limits specified in 4.02I.3.02.A.
2. Plant production tolerance limits for Marshall Stability and flow value are as follows:
Marshall Stability at 75 blows (ASTM D6927) – 1800 lbs. min.³
Flow Value, 0.01 inch gradation (ASTM D 6927) - 8 to 16.³

¹ For asphalt concrete mixes with five percent of the aggregate or greater retained on the 1" sieve, the Engineer may require the use of six inch molds to increase the repeatability of Marshall test results. For six inch molds Marshall stability shall be 4800 lbs. minimum at 113 blows with 22.5 lb. hammer and 18 inch drop and the flow value shall be within the 12 to 24 range.

² Determine by comparing bulk specific gravity (ASTM D 2726) to maximum specific gravity (ASTM D 2041).

³ If six inch molds are required as set forth in 4.02I.1.03.B.2 Marshall stability shall be 4000 lbs. minimum at 113 blows with 22.5 lb. hammer, 18 inch drop and the flow value shall be within the 12 to 24 range.

Acceptance shall be on a lot basis as set forth in 4.02I.1.04.E.3. The acceptance of each lot shall be based on the Percent of Material Within Tolerance Limits (PWL), as set forth in 4.02I.4.03 B.5. If the PWL of the lot for either parameter is less than 90 percent, the Contractor shall take corrective actions as set forth in 4.02I.3.03.C.

3. Modified Asphalt Performance Grade

Modified asphalt shall meet the performance grade requirements set forth in 2.02 B, when tested in accordance with 4.02I.1.04.E.12. When material fails to meet the requirements, make corrections in accordance with 4.02I.3.03.E.

4. Marshall Air Voids

Targets for Marshall air voids are 4.5 percent for mix 1, and 3.5 percent for mixes 2 and 3. Acceptance shall be on a lot basis as specified in 4.02I.1.04.E.3. The acceptance of each lot shall be based on the Percent of Material Within Tolerance Limits (PWL) as set forth in 4.02I.4.03.B.5. Adjustment to contract compensation shall be made if the PWL of the lot is less than 90 percent as set forth in 4.02I.4.03.C. If the PWL of the lot equals or exceeds 90 percent and the PWL for pavement mat and joint densities for the lot equals or exceeds 90 percent, the percentage adjustment to compensation may be between 100 and 106 as set forth in 4.02I.4.03.C.

The tolerance limits for Mix 1 are 3.0 and 6.0 percent, and for Mixes 2 and 3 are 2 and 5 percent.

D. In-Place Pavement Requirements

1. Surface Smoothness

- a. Final surface shall be smooth and free from roller marks and irregularities greater than 1/4 inch when tested with a 16-foot straight edge. Testing and acceptance shall be on a lot basis as set forth in 4.02I.1.04.E.10.b. Make corrections for deficiencies in surface smoothness as set forth in 4.02I.3.03.A.
- b. Each surface shall conform to the lines and grades shown on the Contract Drawings within a tolerance of plus or minus 0.045 foot, except where closer tolerance is required for proper functioning of appurtenant structures and drainage. Surface grade shall be tested in accordance with 4.02I.1.04.D.8.

2. Density

a. In-Place Mat Density

The target for in-place mat density shall be 98 percent or better. Acceptance shall be on a lot basis as set forth in 4.02I.1.04.E.5. The acceptance of each lot will be based on the Percent of Material Within Tolerance Limits (PWL), as set forth in 4.02I.4.03.B.5. Adjustment to contract compensation will be made based on the PWL of the lot as set forth in 4.02I.4.03.C. The lower tolerance limit for pavement mat density is 96.3 percent.

b. In-Place Joint Density

The target for in-place joint density shall be 97 percent or better. Acceptance will be on a lot basis as set forth in 4.02I.1.04.E.6. The acceptance of each lot will be based on the Percent of Material Within Tolerance Limits (PWL), as set forth in 4.02I.4.03.B.5. Adjustment to contract compensation will be made based on the PWL of the lot for surface course only as set forth in 4.02I.4.03.F. The lower tolerance limit for pavement joint density is 94.3 percent.

- c. Plant mix macadam base course shall have stone thoroughly interlocked, interstices reduced to a minimum and creeping of mixture no longer visible and with no further increase in density achievable by additional rolling.

3. Thickness

The Engineer will test for thickness only after all corrections for surface smoothness and final surface grade have been completed.

Pavement courses shall conform to thicknesses shown on the Contract Drawings within the following tolerances:

Course or Combination of Courses	Tolerance (in inches) Plus or Minus ⁴
Thickness of top course	1/4
Total thickness of top course and bottom course	1/4
Total thickness of plant mix macadam base course, bottom course, and top course	1/4
Overlay thickness shall be as required to meet the final surface grade tolerance	--

4. Final Surface Grade

The final surface shall conform to the finished grades shown on the Contract Drawings within a target tolerance of plus or minus 0.04 foot, except where closer tolerance is required for proper functioning of appurtenant structures and drainage. The final surface abutting existing pavements shall smoothly transition to the existing surface grades. The Engineer will test the final surface, which he will accept or reject on a lot basis as set forth in 4.02I.1.04.E.11. For areas within the runway or taxiway edge markings, the Engineer will adjust contract compensation based on the percentage of grade measurements exceeding the target tolerance as set forth in 4.02I.4.03.D. For all areas when 15% or more of the grade measurements exceed the target grade tolerance or any individual measurement exceeds a 0.06 foot grade tolerance, make corrections for deficiencies in final surface grade as set forth in 4.02I.3.03.D.

5. In-Place Air Voids

Asphalt concrete shall have in-place mat air voids between 2.0 percent and 8.0 percent (9.0 percent for bottom course). The Engineer will test in-place air voids in accordance with 4.02I.1.04.E.7. When material fails to meet the requirements, correct in accordance with 4.02I.3.03.B.

4.02I.1.04. QUALITY CONTROL/ASSURANCE.

A. General

1. Establish and maintain effective quality control procedures which shall ensure that the materials and completed construction submitted for acceptance conform to Contract requirements whether manufactured or processed by the Contractor or procured from subcontractors or vendors.

⁴ All measurements for this purpose shall be to the nearest 1/8th inch.

2. Pre-Pavement Construction Meeting

- a. A pre-paving meeting will be conducted at the construction site by the Engineer a minimum of 20 days prior to the first day of laydown to discuss Contractor (suppliers) mixes, plant quality control, field quality control, tack coat, control strip, requirements for mat and joint densities, equipment –(rollers, material transfer unit and paver), smoothness and grade control, segregation, workmanship, quality assurance testing, incentive and disincentive criteria, and any other pertinent specified requirements.

At no additional cost to the City, make arrangements for the project superintendent and a qualified Contractor's representative to be present at every segment of the paving operations, including but not limited to the following:

- (1) Asphalt Producer's Quality Control Manager
- (2) Contractor's representative for site quality control testing
- (3) Paving crew foreman
- (4) Smoothness testing personnel
- (5) Survey crew chief

- b. Record, type and distribute meeting minutes to all attendees of the meeting within 5 days of the date of the meeting.

- c. Do not schedule the pre-paving construction meeting until all submittals pertaining to the paving operation have been submitted and approved.

3. Provide the Engineer certification in writing stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures. Upon Engineer's request, test samples to demonstrate an acceptable level of performance.

4. Perform quality control sampling, testing, and inspection during all phases of the work at rates sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by 4.02I.1.04.D.

B. Quality Control Plan

1. Establish and maintain a Quality Control Plan (Plan) along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform and document tests and meet specification requirements. For Contracts requiring 5,000 tons of asphalt concrete or greater, the Plan is required. For Contracts requiring less than 5,000 tons of asphalt concrete, the Plan is optional.

2. Describe the Plan in a written document. Submit the written Plan to the Engineer for review and approval at least 28 calendar days prior to the start of paving operations.

3. In the absence of an approved Quality Control Plan the City will make no payments for materials which are subject to specific quality control.

4. The Plan may be carried out wholly or in part by the Contractor or by an independent organization but it shall in all cases remain the responsibility of the Contractor.

5. Plan Contents - The Plan shall be organized to address at least the following items:

- a. Quality control organization chart.
 - b. Area of responsibility and authority of each individual.
 - c. Names and qualifications of personnel as required by 4.02I.1.04.B.7.d.
 - d. A listing of any outside organizations such as testing laboratories that will be employed by the Contractor and a description of the services they will provide.
 - e. A testing plan which lists the tests required to be performed by the Contractor, the frequency of testing, sampling locations and the location of the testing facilities.
 - f. Procedures for ensuring that tests are taken in accordance with the testing plan, that they are documented and that proper corrective actions are taken when necessary.
 - g. Procedures for ensuring that testing equipment is available, that it complies with specified standards and that it has been calibrated against certified standards.
 - h. Procedures for verifying that tests are taken in accordance with the appropriate AASHTO and ASTM standards.
 - i. Procedures for daily submittal of test results to the Engineer.
 - j. An action plan detailing procedures to be used to correct unsatisfactory production processes and construction practices, when tests indicate materials are failing to meet specification for the following:
 - (1) Aggregate gradation
 - (2) Mat and joint density
 - (3) Marshall air voids
 - (4) Surface smoothness
 - (5) Grades
6. Plan Elements. The Plan shall address all elements which affect the quality of the pavement including but not limited to:
- a. Mix Design
 - b. Aggregate Gradation
 - c. Quality of Materials
 - d. Stockpile Management
 - e. Proportioning/temperature control of mixture components
 - f. Mixing and Transportation
 - g. Placing and Finishing
 - h. Joints

- i. Compaction
- j. Surface smoothness and grades

7. Quality Control Organization

- a. Implement the Quality Control Plan by the establishment of a separate Quality Control Organization. Develop and submit an organization chart to show all quality control personnel integrated with other management, production and construction functions and personnel.
- b. The organization chart shall identify all quality control staff required to implement all elements of the quality control program, including inspection and testing functions for different items of work.
- c. If an outside organization or independent testing laboratory is used for implementation of all or part of the Plan, the personnel assigned will be subject to the qualification requirements of this 4.02I.1.04B.7.d. The organization chart shall indicate which personnel are contractor employees and which are provided by an outside organization.
- d. The Quality Control Organization shall consist of at least the following personnel:

(1) Plan Administrator

The Plan Administrator shall be an employee of the Contractor. The Plan Administrator shall have prior quality control experience on a project of size and scope comparable to this Contract. In addition, the Plan Administrator shall meet one of the following requirements:

- (a.) A New York State Licensed Professional Engineer with one year of paving experience as approved by the Engineer.
- (b.) Engineer-in-Training with two years of airport paving experience as approved by the Engineer.
- (c.) An individual with three years of highway and/or airport paving experience as approved by the Engineer and with a Bachelor Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (d.) Construction Materials Technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (e.) Highway Materials Technician certified at Level III by NICET.
- (f.) Highway Construction Technician certified at Level III by NICET.
- (g.) A NICET certified Engineering Technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience as approved by the Engineer.

Certification at an equivalent level by a State or nationally recognized organization will be acceptable in lieu of NICET certification. The Plan Administrator shall have full authority to institute any and all actions necessary for the successful operation of the Plan to ensure compliance with the Specifications. The Plan Administrator shall report directly to a responsible officer in the Contractor's organization. The Administrator may supervise the Plan on more than one project provided that he can upon request be at the job site within one hour.

(2) Quality Control Technicians

Provide a sufficient number of Quality Control Technicians to adequately implement the Plan. Quality Control Technicians shall be engineers, engineering technicians or experienced craftsmen holding a current certificate issued by the New Jersey Society of Asphalt Technologists, Inc. (NJSAT) or other Engineer-approved certifying agency or organization. (Information regarding the certification procedure can be obtained by contacting NJSAT.)

The Quality Control Technicians shall report directly to the Plan Administrator and shall perform the following functions:

- (a.) Inspection of all plant equipment used in proportioning and mixing to ensure proper calibration and operating conditions.
- (b.) Performance of quality control tests necessary or desirable to adjust and control mix proportioning in accordance with the job mix formula.
- (c.) Inspection of all equipment used in placing, finishing and compacting material to ensure proper operating condition.
- (d.) Inspection during construction to ensure that placement, joint construction and compaction is in conformance with the specifications and will produce a finished product that meets specification requirements.
- (e.) Performance of all quality control testing as required by 4.02I.1.04.D, including density monitoring.

8. Testing Laboratory.

The Plan must provide for a fully equipped asphalt laboratory located at the plant or job site. It shall be available for joint use by the Contractor for quality control testing and by the Engineer for acceptance testing and must have adequate equipment for the performance of the tests required by these specifications. The Engineer shall have priority in use of the equipment necessary for acceptance testing.

The effective working area of the laboratory shall be a minimum of 250 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70°F + 5°F.

In addition to the equipment required for testing, the laboratory shall be equipped with a paper copier and facsimile machine to be utilized by the Engineer.

Keep laboratory facilities clean and maintain all equipment in proper working condition. Allow the Engineer unrestricted access to inspect the Contractor's laboratory facility and to witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies or testing personnel and procedures. When in the Engineer's opinion deficiencies may adversely affect test results, immediately suspend delivery and placement of asphalt materials and do not resume until the deficiencies are satisfactorily corrected.

9. Noncompliance.

In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the Contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, the Engineer may:

- a. Order the Contractor to replace ineffective or unqualified quality control personnel.

- b. Carry out the functions and operations of the Contractor's approved Quality Control Program. Costs incurred by the Engineer to operate the Quality Control Program or to otherwise remedy the Contractor's non-compliance with quality related provisions of the Contract shall be deducted from the total amount due the Contractor.

C. Source of Aggregate and Sampling

1. Virgin Aggregate

- a. Select sources of virgin aggregates well in advance of the time the materials are required for the construction. When the aggregates are obtained from a previously approved source, submit random hot bin samples, if requested by the DDC's Director of Quality Assurance & Construction Safety, a minimum of 14 calendar days prior to the start of production and if from a source not previously approved, submit random hot bin samples a minimum 45 calendar days prior to the start of production. Sampling of the hot bin materials for job mix formulation will be observed by the Engineer and identical samples will be obtained for verification of the job mix formulation by the Department's Quality Assurance Laboratory or their agents. The Engineer may require the proposed mix formulation to be batched at the asphalt plant and tested in the presence of the Engineer.
- b. Where previously used or concurrent job mix formulations are to be used, the taking of hot bin samples may be waived by the Engineer.

2. Reclaimed Asphalt Pavement

- a. Where reclaimed asphalt pavement material is permitted, it shall have 100 percent passing 1/2 inch sieve and shall be a mixture of only coarse aggregate, fine aggregate, and asphalt cement, free of solvents or other contaminating substances. The fine aggregate contained in the reclaimed asphalt pavement shall have a plasticity index of not greater than 4 when tested in accordance with ASTM D 4318.

Maintain stockpiles of reclaimed asphalt pavement in a manner to prevent contamination with other aggregates and keep covered in order to maintain a low moisture content of the reclaimed asphalt pavement.

- b. Unless otherwise shown on the Contract Drawings, a minimum of 10% to a maximum of 25% recycled asphalt pavement will be required in all asphalt mixes, other than the surface course. Asphalt mixes that contain recycled asphalt pavement will have a tolerance range for plant voids of 1.5-5.5%. Fifty percent of the asphalt cement content contained in the recycled asphalt pavement will be deducted from the optimum asphalt content for an asphalt mix design.
- c. Contractor's reclaimed asphalt pavement will be considered for use provided that the Engineer is notified of the intended use and that he approves the reclaimed asphalt pavement. Take at least six representative samples, each at least 7 pounds, from each stockpile. Stockpiles shall not exceed 3000 tons. Sample in accordance with ASTM D 75. Sampling will be observed by the Engineer. Take duplicate samples and submit them with mix design for verification. Test samples in accordance with ASTM D 2172 to determine asphalt cement content; test re-covered aggregate in accordance with ASTM C 136 for gradation.
- d. Once a reclaimed asphalt pavement stockpile has been approved for use, the stockpile shall be dedicated to the Contract and no reclaimed asphalt pavement may be added to the stockpile. If there is an insufficient amount of reclaimed asphalt pavement in the stockpile to complete the work, a new separate stockpile may be made and shall be tested for acceptance as aforementioned.

3. Locate stockpiles of reclaimed asphalt pavement and of new aggregate so as to prevent intermingling.

4. When more than one asphalt plant is to be used to supply asphalt concrete to the construction site, each asphalt plant shall use a similar job mix formula, as approved by the Engineer.
5. Locations and timing of random sampling shall be determined in accordance with Section 6 of FAA ERLPM.

D. Contractor's Quality Control Tests

1. Perform all quality control tests necessary to control the production and construction processes. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, Marshall properties and temperatures. Obtain samples at the direction of the Engineer for the purpose of quality control testing. Random sampling procedures specified in Section 6 of FAA ERLPM shall be used for determining the selection of samples as follows:

- a. Take four samples of freshly mixed material per each lot (one sample from each subplot) for top, bottom and base courses. Take samples in accordance with ASTM D 979 from material at the mixing plant.

A lot will be defined as one day's production for each mix. Production rates for each mix will be obtained by the Engineer from the asphalt plant at the start of each day's production. A subplot will be defined as a quarter of a lot based on the initial production forecast for the mix. Maximum lot size will be 2000 tons. If a day's production is forecast over 2000 tons, the forecast quantity shall be divided into two or more equal lots. Should actual production be greater than the initial forecast of production for a given mix, the additional production will be divided into the same subplot sizes as initially calculated. If one or two additional sublots are produced they will be added to that day's lot with $n=5$ or 6 for sublots. If three or more additional sublots are produced in a day, an additional lot will be established for that particular day.

If actual production is less than the initial forecast for a given mix but sufficient material was produced to constitute three sublots, a lot will be formed with three sublots ($n=3$). Should actual production constitute only one or two sublots, the sublots will be added either to the previous lot or the next production lot, whichever is closer in time. Each subplot shall contain a minimum of 75 tons of material.

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

- b. Test samples to determine asphalt content in accordance with ASTM D 2172, ASTM D 4125 or ASTM D 6307. Test recovered aggregate to determine gradation in accordance with ASTM D 5444. In addition, when automated recording plants are used, submit printouts of asphalt content to the Engineer.
- c. Prepare three plugs from each sample and test them in accordance with ASTM D 6926 using automatic compaction procedures. Marshall air voids shall be determined in accordance with ASTM D 3203. For each subplot, the maximum theoretical density shall be determined in accordance with ASTM D 2041.

Voids filled with asphalt, for each plant sample, shall be computed as follows:

- (1) Determine asphalt content in percentage by volume (I) using:

$$I = \frac{P_b \times G_{mb}}{G_b}$$

Where:

- I = Percentage by volume of asphalt
 P_b = Percentage by weight of asphalt
 G_{mb} = Bulk specific gravity of compacted mixture
 G_b = Specific gravity of asphalt

- (2) Determine percent voids filled with asphalt (VF) as follows:

$$VF = \frac{I \times 100}{I + P_a}$$

Where:

- VF = Percent voids filled with asphalt
 I = Percentage by volume of asphalt
 P_a = Percent Marshall air voids

Voids in the Mineral Aggregate (VMA) will be estimated by adding the asphalt content in percentage by volume to the percent of air voids. Bulk specific gravities will be used to calculate VMA.

- d. Take hot bin or feeder belt composite samples of top, bottom and base course aggregates for mixes at least twice daily and check gradation in accordance with ASTM C 136, including washing material passing No. 8 sieve in accordance with ASTM C 117.
- e. At least six times daily, check and record temperatures at necessary locations to determine the temperatures of:
- (1) aggregates and asphalt immediately before introduction to the pugmill or dryer drum;
 - (2) the mixture immediately after discharge from the pugmill or dryer drum;
 - (3) the mixture at the spreader on the construction site.
- f. Reclaimed Asphalt Pavement
- (1) Where reclaimed asphalt pavement is being used as a substitute for some of the virgin aggregate, take a sample of freshly mixed recycled asphalt concrete in accordance with ASTM D 979 and determine the moisture content at least twice daily. Moisture determinations shall be based on the weight loss by heating an approximately 4 pound sample of the freshly mixed materials for one hour in an oven at 280 plus or minus 5 degrees F. The moisture content of the freshly mixed recycled asphalt concrete shall not exceed 0.5 percent.
 - (2) Take a sample of reclaimed asphalt pavement from the approved stockpile at least once daily and test in accordance with ASTM D 2172 to determine asphalt content and gradation in accordance with ASTM D 5444. The resulting asphalt content and aggregate gradation shall be similar to the average test results of the reclaimed asphalt pavement submitted with

Design Job Mix Formula. If there is a variation of plus or minus 1.0 percent in the asphalt content or plus or minus 10 percent in aggregate gradation on any sieve, a second sample shall be taken and tested in the same manner as the first sample. If the results are similar to that of the first sample, appropriate measures shall be taken to adjust the mixture to compensate for the variation in the reclaimed asphalt pavement.

g. Moisture Content of Aggregate

For drum plants the moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

h. Moisture Content of Mixture

The moisture content of the mixture shall be determined once per lot in accordance with the procedure given in Section 4.02I.1.04.D.1.f. (1). The moisture content in the freshly mixed asphalt concrete shall not exceed 0.5%. If the moisture content is 0.5% or greater, stop production and adjust plant operation.

i. Perform additional testing as required to ensure that mixtures produced meet the requirements of this Section.

2. Control Charts

Maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content. When test results exceed certain limiting values, take action to bring the asphalt concrete production process under tighter control. The Action Limit is the limiting value at which corrective actions shall be made while production may continue. The Suspension Limit is the limiting value at which production must be suspended while corrections are made. Production shall not resume until Contractor's corrections are approved by the Engineer.

Post control charts in a location satisfactory to the Engineer and keep charts current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter and the Contractor's test results. Use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If in the Engineer's opinion the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual Measurements

Establish control charts for individual measurements to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

CONTROL CHART LIMITS FOR INDIVIDUAL MEASUREMENTS		
Sieve	Action Limit	Suspension Limit
1"	±6%	±9%
3/4"	±6%	±9%
1/2"	±6%	±9%
3/8"	±6%	±9%
No. 4	±6%	±9%
No. 8	±5%	±7.5%
No. 16	±5%	±7.5%
No. 30	±3%	±4.5%
No. 50	±3%	±4.5%
No. 100	±2%	±3%
No. 200	±2%	±3%
Asphalt content	0.45%	±0.7%

b. Range.

Establish control charts for range to control process variability for the test parameters and Suspension Limits listed below. Compute the range for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

CONTROL CHART LIMITS BASED ON RANGE	
(Based on $n = 2$)	
Sieve	Suspension Limit
1"	11%
3/4"	11%
1/2"	11%
3/8"	11%
No. 4	11%
No. 8	9%
No. 16	9%
No. 30	6%
No. 50	6%
No. 100	3.5%
No. 200	3.5%
Asphalt Content	0.8%

c. Corrective Action.

The Quality Control Plan shall provide for appropriate action to be taken when the asphalt concrete production process is out of control. The Plan shall contain sets of rules to gauge when a process is

out of control and shall describe Contractor's actions to bring the process into control. A process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or,
 - (2) Two consecutive points fall outside the Action Limit line for individual measurements.
3. Document quality control efforts using copies of the sample forms contained in the FAA ERLPM, Appendix C, in its entirety, or other forms obtained from the Engineer. Make test results available to the Engineer daily.
 4. If a storage silo is used (except where excluded in 4.02I.3.02.A.8):
 - a. Check the silo to see that it can properly store the asphalt concrete for the time involved.
 - b. Take samples of asphalt concrete as it is unloaded from the silo and check them for conformance to this Section. If the asphalt concrete appears segregated, stop using the storage silo until it is demonstrated to the Engineer that the condition has been corrected.
 - c. Silo storage time shall be governed by previous State DOT approval, not to exceed 24 hours.
 5. Unless otherwise noted on the Contract Drawings, and subject to the approval of the Engineer, select an area to be called a Control Strip from the first day's production of each mix. Each Control Strip shall be a minimum of 100 feet long and two spreader widths wide and shall be constructed to meet the requirements of this Section and in the same manner as the remainder of the course it represents. Take three random samples at the plant and test them for stability, flow and air voids in accordance with ASTM D 6927 and 4.02I.1.04.D.1.c. Take three randomly selected cores from the pavement mat and three along the longitudinal pavement joint and test them to determine density in accordance with 4.02I.1.04.E.5 and E.6. Use the same means and methods which will be used to construct longitudinal and transverse joints as referred to in 4.02I.1.04.B.6.h and 4.02I.3.02.F.1 and 2.

The purpose of the Control Strip is to demonstrate that the completed pavement may be constructed using the proposed equipment and methods of operation and to obtain all quality requirements prior to the start of full production. Construct a new Control Strip whenever a change is made in equipment, methods of operation or type or source of material or whenever there is a change in the job mix formula. The Control Strip may become part of the completed pavement if it meets the requirements of this Section.

6. Include, as part of the quality control plan, the use of a nuclear density device to aid in meeting the specified target densities. Calibrate the nuclear density device with the control strip cores. If other than a nuclear density device is used it shall be calibrated with an additional set of pavement cores.
7. Surface Smoothness

Each lot shall be evaluated with a 16-foot straightedge provided by the Contractor and subject to approval by the Engineer. The lot size shall be 2,000 square yards. Measurements will be made perpendicular and parallel to the centerline of the paving strips at distances not to exceed 25 feet. When more than 15 percent of all measurements within a lot exceed the specified tolerance in 4.02I.1.03.D.1.b, the Contractor shall correct the deficiency in accordance with 4.02I.3.03.A. Written measurement results shall be submitted to the Engineer prior to payment. The Engineer shall perform the survey jointly with the Contractor.
8. Final Surface Grade.

The finished grade of each lot will be determined by running levels at intervals of 50 feet or less longitudinally and 25 feet or less transversely to determine the elevation of the completed pavement. The

lot size shall be 2,000 square yards. When more than 15 percent of all the measurements within a lot are outside the specified tolerance, the Contractor shall correct the deficiency in accordance with 4.02I.3.03.A. Survey results shall be submitted to the Engineer prior to payment. The Engineer shall perform the survey jointly with the Contractor.

E. Engineer's Sampling and Testing

1. Produce asphalt concrete in approved automated plants equipped with interlocks and printouts meeting the requirements of ASTM D 995 and subject to the following:
 - a. Plant interlocks and printouts shall be in operation during production and two (2) copies of all printouts shall be furnished to the Engineer daily.
 - b. Scales shall be certified by an approved agency at least every 180 calendar days and copies of certifications shall be submitted to the Engineer upon request.
2. Provide labor and equipment to take samples, except cores, to check thickness and density.
3. The Engineer will perform acceptance testing for Marshall air voids, stability and flow. Samples will be taken from trucks at the plant, in accordance with FAA ERLPM, Section 6. These samples will be from the sublots that were sampled in 4.02I.1.04.D.1.a. The Engineer will prepare three plugs from each sample and test them in accordance with ASTM D 6926 and ASTM D 6927 using automatic compaction procedures. The specimen compaction temperatures will be within the following range as measured within 1/2 inch from the outside edge:

<u>Performance Grade</u>	<u>Temperature Degrees F°</u>
PG 64-22, PG 70-22	275 – 295
PG 76-22	300 – 320
PG 82-22	305 - 325

Air voids, voids in mineral aggregate and voids filled with asphalt will be determined in accordance with ASTM D 3203 and 4.02I.1.04.D.1.c. The average test values obtained from each lot of top and bottom courses must conform to the parameters specified in 4.02I.1.03.C.

In lieu of sampling and testing in the field, the Engineer may sample and perform acceptance testing at the plant. The Contractor will be advised at the start of Work where the Engineer will sample and test.

4. For thickness determination, exclusive of overlay pavement, the Engineer will divide each course into area lots consisting of the area covered by the lot sampled as specified in 4.02I.1.04.D.1.a and he will further subdivide each lot into four equal sublots. The Engineer will take one 4-inch diameter core randomly in each subplot to check thickness of the top and bottom courses. One fourth of all such cores will continue through the plant mix macadam base course. Thickness will be determined in accordance with ASTM D 3549.
5. Mat Density
 - a. The Engineer will determine the in-place density of the control strip and subsequently placed pavements by taking cores at random locations as specified below.
 - b. Cores taken from the top and bottom course in place and any other specimens taken at the jobsite, sampled in accordance with the random sampling procedures as specified in 4.02I.1.04.D.1, will be tested by the Engineer for bulk specific gravity in accordance with ASTM D 2726. Cores shall not be taken closer than one foot from a transverse or longitudinal joint for pavement mat density

determination. The in-place density of the pavement course will be the ratio of the in-place specific gravity to the laboratory Marshall bulk specific gravity expressed as a percentage.

- c. Cores taken from courses containing more than 10 percent air voids will be tested by the Engineer for density (Bulk Specific Gravity) according to the following equation:

$$\text{S.G.} = \frac{W}{12.87 d^2 h}$$

Where:

- W = Weight, Dry Specimen (grams)
 d = Measured Diameter⁵ (inches)
 h = Measured Height⁵ (inches)

Laboratory bulk specific gravity and computation of in-place density will be as specified in 4.02I.1.04.E.5.b above.

- d. The average in-place density determination, taken from the area covered by the lot sampled as specified in 4.02I.1.04.D.1.a, will be determined by the Engineer by summing up the subplot in-place density readings obtained from a lot and dividing the total by the number of sublots. The in-place density from each subplot will be obtained using a core reading taken from each subplot on a random basis and dividing by the Marshall bulk density (ASTM D 6926 and ASTM D 2726) taken for that subplot. Any core with a thickness less than twice the largest sieve size to retain more than 5 percent of any aggregate will be discarded and additional random cores will be taken as required to ensure representative readings.
- e. The Engineer will repeat the procedure specified in a. through d. above whenever a change is made in the type or source of material or whenever a new job mix formula is approved for material from the same source.

6. Joint Density

The Engineer will take one core from each subplot of all surface courses or from the underlying lifts as defined in 4.02I.1.04.D.1.a and will test it in accordance with 4.02I.1.04.E.5. For joint cores the lowest Marshall bulk density for sublots forming the joint will be used to compute the in-place density. The Engineer will take cores from directly over the longitudinal joint in line with the location of the random cores taken under 4.02I.1.04.E.5.b. When a paving lane has two longitudinal joints, both joints will be cored. The in-place joint density will be determined separately for each joint, and the joint producing the lowest in-place density will be used to determine payment. Based on site and placement conditions the Engineer may elect to core only one joint.

7. In-place Air Voids

The Engineer will calculate the in-place mat air voids for each subplot in accordance with ASTM D3203, by comparing the bulk specific gravity (ASTM D 2726) of the cores taken as specified in 4.02I.1.04.E.5.b to the maximum laboratory specific gravity (ASTM D 2041).

8. The Contractor shall patch all areas where samples are taken with an approved asphalt concrete or Portland cement concrete properly tamped to fill all voids and struck off flush with the surface within 24 hours after sampling.

⁵ Average of 5 equally spaced measurements around the core.

7. The Engineer may at any time, notwithstanding previous plant approval, reject and require the Contractor to dispose of any batch of asphalt concrete mixture which is rendered unfit for use due to contamination, segregation or incomplete coating of aggregate. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer and, if the Contractor can demonstrate in the laboratory, in the presence of and to the satisfaction of the Engineer, that such material was erroneously rejected, the Contractor will be compensated for the material.
8. Surface Smoothness
- a. A lot is defined as 2,000 SY of final paved surface. Where paving areas are not equally divisible into 2,000 square yard lots, odd sized lots between 1,000 and 3,000 square yards will be used. The odd sized lots will be used for the area remaining after the paved area is divided into 2,000 square yard lots.
 - b. Each lot will be evaluated by the Engineer with a 16-foot rolling straightedge provide by the Contractor and subject to approval by the Engineer. Measurements will be made perpendicular to the centerline of the paving lanes at distances not to exceed 25 feet; longitudinal measurements will be made along the centerline of the paving lane. Designed breaks in grade shown on the Contract Drawings will not be included in the measurements. When more that 15 percent of all measurements within a lot exceed the tolerance specified in 4.02I.1.03.D.1.b, the Contractor shall correct the deficiency in accordance with 4.02I.3.03.A.
11. Final Surface Grade
- The grades of the final surface of each lot will be measured at the finished grade locations shown on the Contract Drawings. Where paving lanes are 20 feet or greater in width, an additional line of grades, located at the center of the paving lane and spaced at 25 feet longitudinally, will be measured. A lot is defined as 2,000 square yards of final pavement surface. The transverse limit of the lot will be the transverse limit of paving. Where paving areas are not equally divisible into 2,000 square yard lots, odd sized lots between 1,000 and 3,000 square yards will be used. The odd sized lots will be used for the area remaining after the paved area is divided into 2,000 square yard lots. The Contractor shall perform the survey jointly with the Engineer.
12. The Engineer will perform acceptance testing of modified asphalt to determine if it meets the performance grade requirements set forth in 4.02I.2.02.B. Samples will be collected at the asphalt plant for each lot of asphalt concrete produced, as specified in 4.02I.1.04.D1.a. The Engineer will sample the liquid asphalt from the plant storage tanks which must be equipped with a sample valve.
13. The Engineer will measure the temperature of each load of asphalt concrete. Any load of asphalt concrete with temperature exceeding 350°F will be rejected.
14. Where there is a discrepancy between the Contractor's test results and the Engineer's, the Engineer's results shall govern.

4.02I.1.05. SUBMITTALS

- A. Submit to the Engineer, for approval, all Job Mix Formulae with Checklist (specified in 4.02I.2.03.B) for each type of asphalt concrete mix, from each plant and each type of asphalt concrete mix, from each plant and each new source of material at least 10 days prior to the start of production.
- B. Submit certified test data, location of each type aggregate to be used and quantities to be obtained from each location and make arrangements for the Director of NYCDDC's Quality Assurance Unit to obtain samples from each such location for checking against the samples submitted. Take all samples in accordance with requirements of ASTM D 75 and ASTM D 242.

- C. If requested, submit to the Director of NYCDDC's Quality Assurance Unit samples of each type aggregate to be used and from each source with proper identification as to source, type of aggregate and Contract number. Submit in clean, sturdy bags and in the following amounts for each sample when requested:

Reclaimed Asphalt Pavement (when used)	50 lbs.
Coarse Aggregate	25 lbs.
Fine Aggregate	25 lbs.
Mineral Filler	5 lbs.

- D. Submit to the Director of NYCDDC's Quality Assurance Unit, for approval, four one-quart samples of the asphalt cement and two one-quart samples of the liquid latex (if applicable) proposed for use together with the following data:

1. The name of the supplier(s).
2. An analysis of such asphalts by the supplier, certifying that the results of tests comply with the requirements of AASHTO M320 and this Section.

A certificate, from the liquid latex supplier, identifying and stating the physical properties of the latex components. Percentages of solids and water shall be included.

Resubmit the above data each time an asphalt or liquid latex from a different source is proposed.

- E. Where asphalt cement is to be combined at the plant with an asphalt modifier, submit the asphalt cement in accordance with 4.02I.1.05.D above and submit a 10-pound sample of the asphalt modifier together with a certificate from the modifier supplier identifying and stating the physical properties of the modifier.
- F. Submit quality control plan and control charts to the Director of NYCDDC's Quality Assurance Unit, for approval, at least 5 days prior to the start of production.
- G. Submit to Director of NYCDDC's Quality Assurance Unit, the name of the supplier and an analysis of the asphalt tack coat to be used on the project.
- H. Submit smoothness measurements and surface grade survey results to the Engineer prior to application for payment.

PART 2. PRODUCTS

4.02I.2.01. MANUFACTURERS

- A. Manufacturer of asphalt cement shall be approved by the New York State Department (NYSDOT) of Transportation.
- B. Modified Asphalt shall be one of the following. No Substitution is permitted.
1. Stylink - Koch Materials; Gloucester, NJ
 2. Vestoplast "S" Modifier - Creanova, Inc.; Sommerset, NJ
 3. Kraton - Shell Chemical Co.; Houston, TX
 4. Citgoflex SP - Citgo Asphalt Refining Co.; Paulsboro, NJ

5. Polykote – Suite – Kote Corp.; Cortland, NY
6. Elvaloy RET – E.I. DuPont Co.; Wilmington, DE

4.02I.2.02. MATERIALS

A. Aggregates

1. If the tensile strength ratio of the specimens of composite mixture is less than 80 percent, as specified in 4.02I.1.03.B.6, the aggregates will be rejected unless the Contractor treats the asphalt with an approved anti-stripping agent. The amount of anti-stripping agent added to the asphalt shall be sufficient to produce a tensile strength ratio of not less than 80 percent.
2. Coarse Aggregate - Material retained on the No. 8 sieve.
 - a. Except for use in the top lift of the top course within the roadway pavement edge markings as shown on the Contract Drawings, coarse aggregate shall conform to ASTM D 692, except as follows: use broken stone or crushed gravel having not less than 75 percent by weight of pieces with two or more fractured faces and 85 percent by weight having at least one fractured face (ASTM D 5821), with a maximum of 8 percent of flat or elongated pieces (ASTM D 4791), with a maximum percentage of wear (ASTM C 131) of 40 percent and with a magnesium sulfate loss (ASTM C 88) of not more than 12 percent for a five-cycle test period.
 - b. For the top lift of the top course within the roadway pavement edge markings as shown on the Contract Drawings, coarse aggregate shall conform to ASTM D 692 except as follows: use broken stone which shall be trap rock or gneiss of uniform quality obtained from a source approved by the New York State Department of Transportation (NYSDOT) for use in asphalt concrete. The aggregate shall have not less than 75 percent by weight of pieces with two or more fractured faces, with a maximum of 8 percent of flat or elongated pieces (ASTM D 4791), with a maximum percentage of wear (ASTM C 131) of 30 percent and with a magnesium sulfate loss (ASTM C 88) of not more than 12 percent for a five-cycle test period.
 - c. A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.
3. Fine Aggregate - Material passing the No. 8 sieve and retained on the No. 200 sieve.
 Fine aggregate shall be a blend of washed, textured sand and stone screenings conforming to ASTM D 1073, with a maximum percentage of wear (ASTM C 131) of 30 percent and with a magnesium sulfate loss (ASTM C 88) of not more than 18 percent for a five-cycle test period, a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318. When tested in accordance with ASTM D 2419, the sand equivalent value shall be 35 or greater.
 Textured sand shall be defined as a sand which when tested in accordance with ASTM C1252, Method A, results in uncompacted voids greater than 45.0 percent. Sand that has a low texture value and slag shall not be used.
4. Mineral filler shall conform to ASTM D 242 and have a ratio to asphalt by weight not exceeding 1.2.

B. Asphalt

Asphalt shall be one of the following conforming to the requirements of AASHTO M320 and as specified within table entitled "Requirements for Performance Graded Asphalts" for the Performance Grade (PG) as shown on the Contract Drawings:

1. Asphalt Cement

Asphalt cement shall meet the requirements for PG 64-22, unless otherwise shown on Contract Drawings.

2. Modified Asphalt

Modified Asphalt shall be one of the following. No Substitution is permitted.

- a. "Stylink", "Kraton (SEBS)", "Polykoto", "Elvaloy RET", or "Citgoflex SP" meeting the requirements for PG 76-22 as shown on the Contract Drawings.
- b. Asphalt cement modified with "Vestoplast 'S'", may be used where PG 76-22 is specified and subject to the following:
 - (1) Add Vestoplast "S" to the asphalt concrete mixture at a rate of 7 percent by weight of asphalt cement, by substitution.
 - (2) Arrange for the manufacturer to provide a representative at the plant at all times during production to verify that the proper quantity of Vestoplast "S" was added to the asphalt concrete.

C. Tack Coat

Unless otherwise shown on Contract Drawings, asphalt cement shall be as specified in 4.02I.2.02.B.1 above.

D. Resultant Asphalt Cement

Resultant asphalt cement shall be a mixture of new asphalt cement as specified in 4.02I.2.02.B.1 above, asphalt cement extracted from the reclaimed asphalt pavement and recycling agents if required.

REQUIREMENTS FOR PERFORMANCE GRADED ASPHALTS

<u>PERFORMANCE GRADE (PG)</u>	<u>64-22</u>	<u>70-22</u>	<u>76-22</u>	<u>82-22</u>
These Tests Performed on Original Binder:				
Flash Point Temperature (AASHTO T48): Minimum, Degrees Celsius.	230	230	230	230
Dynamic Shear (AASHTO T315):	64	70	76	82
G*/SIN DELTA, Minimum, 1.00 kPa, Test Temperature At 10 Rad/s, Degrees Celsius.				
Rotational Viscosity (ASTM D 4402): Maximum, 3 Pa-s, Test Temperature, Degrees Celsius.	135	135	135	135
Separation Test – R&B (ASTM D 5976): Percent Difference Maximum Degree Celsius.	--	--	4.5	4.5
These Tests Performed on Rolling Thin Film Oven Test (RTFOT) Residue:				
Mass Loss (AASHTO T240): Maximum Percent.	1.00	1.00	1.00	1.00
Dynamic Shear (AASHTO T315): G*/SIN DELTA, Minimum, 2.20 kPa, Test Temperature at 10 Rad/s, Degrees Celsius.	64	70	76	82
Elastic Recovery (ASTM D 6084) 25 Degrees Celsius, 5 cm/minute Elongation, 60 Minutes, Minimum Percent.	--	--	50	75
These Tests Performed on Pressure Aging Vessel (PAV) Residue:				
PAV Aging Temperature (AASHTO R28): Degrees Celsius.	100	100	100	100
Dynamic Shear (AASHTO T315): G*/SIN DELTA, Maximum, 5000 kPa, Test Temperature at 10 Rad/s, Degrees Celsius.	25	28	31	34
Creep Stiffness (AASHTO T313): S, Maximum, 300 MPa m-Value, Minimum 0.300, Test Temperature at 60 Seconds, Degrees Celsius	-12	-12	-12	-12

4.02I.2.03 MIXES.

A. Mix Design Table

Mix Designation and Percentage by Weight Passing Sieves				
Sieve Size	Plant Mix Macadam Base Course	Bottom Course Mix 1	Top Course Mix 2	Top Course Mix 3
1-1/4"	100	100	---	---
1"	90 - 100	90 - 100	---	---
3/4"	60 - 80	70 - 84	78 - 98	100
1/2"	---	54 - 68	64 - 77	72 - 98
3/8"	15 - 40	44 - 54	52 - 67	60 - 82
No. 4	0 - 10	28 - 36	33 - 46	40 - 56
No. 8	---	17 - 25	23 - 32	28 - 39
No. 16	---	12 - 20	16 - 20	19 - 24
No. 30	---	7 - 15	12 - 16	13 - 19
No. 50	---	5 - 11	8 - 12	8 - 16
No. 100	---	3 - 9	6 - 10	5 - 10
No. 200	---	1 - 5	3 - 6	3 - 6
Asphalt, Weight by Percent of Total Mixture				
	2.5 - 3.1	3.5 - 4.5	4.4 - 5.2	5.2 - 6.2

Note No. 1 - Material passing the No. 200 sieve may consist of fine particles of the aggregate, mineral filler or both. Material passing the No. 30 sieve shall be non-plastic when tested in accordance with the requirements of ASTM D 4318.

Note No. 2 - Lift Thickness shall be no less than two times the nominal maximum size of the aggregate (See Note No. 6).

Note No. 3 - If the aggregate does not satisfy tensile strength ratio requirements, add an approved antistripping agent (See 4.02I.2.02.A.1)

Note No. 4 - Job Mix Formula shall follow a smooth curve within the specified limits for all sieve sizes of the Mix Design Table, but should not fall on the maximum density line and should not cross the maximum density line below the No. 4 sieve. The maximum density line will be determined by plotting the gradations on a 0.45 power graph paper, and drawing a straight line between the amount passing the No. 200 sieve and the amount which is retained on the largest sieve.

Note No. 5 - Notify the Engineer if a satisfactory Job Mix formula using the Mix Design Table cannot be obtained.

Note No. 6 - Nominal maximum size is one sieve size larger than the first sieve to retain more than 10 percent of the aggregate, based on the Contractor's job mix formula.

B. Job Mix Formula and Checklist

1. The laboratory used to develop the job mix formula shall meet the requirements of ASTM D 3666. Before construction starts, submit to the Engineer a certification signed by the manager of the laboratory stating that it meets these requirements. The certification shall contain as a minimum:
 - a. Qualifications of personnel: laboratory manager, supervising technician and testing technicians.
 - b. A listing of equipment to be used in developing the job mix.

- c. A copy of the laboratory's quality control system.
2. Develop Job Mix Formula using procedures contained in Chapter V, "Marshall Method of Mix Design" of the Asphalt Institute's Manual Series No. 2 (MS-2) and where applicable, "Asphalt Hot-Mix Recycling", Manual Series No. 20 (MS-20) and provide information for the following checklist:
- a. General
 - (1) Contractor and Contract number
 - (2) Type of bituminous mixture
 - (3) Type and source of aggregates
 - (4) Type and source of asphalt
 - b. Aggregates
 - (1) Sieve analysis of each aggregate to be used in mixture in accordance with ASTM C 136. The minus 200 fraction shall be tested in accordance with ASTM C 117.
 - (2) Physical test of aggregates - soundness, wear, percent fractured faces and percent flat or elongated particles.
 - (3) Bulk specific gravity and absorption in accordance with ASTM C 127 for coarse aggregate and ASTM C 128 for fine aggregate. The aggregate shall be sampled from the plant hot bins or feeder belt.
 - (4) Proportion used of each type aggregate.
 - (5) Theoretical gradation of combined proportions of aggregates.
 - c. Asphalt
 - (1) Type and grade
 - (2) Specific gravity
 - (3) Type of antistripping agent (if required)
 - d. Optimum Asphalt Content Determination in accordance with ASTM D 6926 and ASTM D 6927
 - (1) Compactive effort (75 or 113 blows applied to specimen, each face, as appropriate)
 - (2) Actual specific gravity and unit weight of each specimen
 - (3) Percentage of asphalt in each specimen
 - (4) Theoretical specific gravity of each specimen calculated
 - (5) Graph of stabilities vs. asphalt content
 - (6) Graph of flow values vs. asphalt content
 - (7) Graph of voids filled with asphalt vs. asphalt content

- (8) Graph of Marshall air voids vs. asphalt content
 - (9) Graph of voids in the mineral aggregate vs. asphalt content.
 - (10) Graph of unit weight vs. asphalt content
 - (11) Visual description of specimens at optimum asphalt content (i.e., dry, flushing, etc.)
 - (12) Graph of Temperature vs. Viscosity of Asphalt
- e. Summation of Established Job Mix Formula
- (1) Combined gradation of aggregates
 - (2) Optimum asphalt content from above graphs
 - (3) Specified job mix tolerance range
 - (4) Mixing Temperature
 - (5) Temperature of mix at point of discharge into haul units
 - (6) Compaction Temperature
- f. Summation of the Characteristics of the Mixture at Optimum Asphalt Content
- (1) Stability, pounds
 - (2) Flow value, hundredths of an inch
 - (3) Actual specific gravity of laboratory compacted mixture
 - (4) Maximum specific gravity of paving mix at optimum asphalt content in accordance with ASTM D 2041
 - (5) Total voids (air), percent, in laboratory compacted mixture
 - (6) Voids filled with asphalt, percent, in laboratory compacted mixture
 - (7) Voids in the mineral aggregate, percent, in laboratory compacted mixture.
 - (8) Actual unit weight, lbs./cu. ft. of laboratory compacted mixture
 - (9) Tensile Strength Ratio - ASTM D 4867
- g. Verification of Job Mix Formula Characteristics

Where the asphalt content for the proposed Job Mix Formula does not coincide with the asphalt content used in the trial specimens, prepare an additional set of specimens for the proposed Job Mix Formula asphalt content to verify that actual Marshall results duplicate those anticipated from the curves.

PART 3. EXECUTION**4.02I.3.01 PREPARATION.**

- A. Clean all underlying pavement surfaces and previous courses of all loose and foreign material by sweeping with hand brooms, power sweepers or blowers as directed by the Engineer.
- B. Verify that required grade and density tolerances of previous courses have been obtained before placing asphalt concrete.
- C. Construct keyways for overlay pavements as shown on the Contract Drawings by using longitudinal or transverse cuts into the existing pavement, and removing the necessary amount of pavement to provide a smooth transition from the new to existing asphalt concrete surfaces.
- D. Verify in-pavement castings are set to finished grade.
- E. Remove pavement markings.
- F. Tack Coat
 - 1. Apply tack coat by brush on edges of all previously placed or existing pavement and surfaces of manholes and other structures that will be in contact with pavement course to be placed.
 - 2. Apply tack coat by pressure distributor to existing pavement surface to receive new pavement course or where a course is not placed within 24 hours for roadway areas after placement of the underlying course, except as specified in 4.02I.3.02.E.7 and F.2. However, if the underlying pavement course has not been exposed to traffic and, in the opinion of the Engineer, is kept clean, tack coat shall not be required when a course is placed beyond the time frame mentioned above.
 - 3. Unless otherwise shown on the Contract Drawings, apply tack coat at a rate of 0.05 to 0.10 gallons per square yard on asphalt concrete pavement surfaces and 0.10 to 0.15 gallons per square yard on Portland Cement Concrete pavement surfaces. Apply tack coat at a temperature between 275 to 350 degrees F.
 - 4. Protect structures such as manhole frames and covers, joints and steel faced curbs within areas to be tack coated, prior to tack coating, by masking them with tar paper, polyethylene film or other approved materials.
 - 5. After the application of tack coat, follow immediately with placement of asphalt concrete pavement course. Take precautions necessary to maintain and protect the tack coated surface from damage until the next course is placed, including placement and removal of sand as necessary to blot up excess material.
 - 6. Pave and protect all tack coated surfaces prior to opening the area to traffic.
- G. Mixing Plant Requirements for Recycled Asphalt Concrete
 - 1. Batch Plants shall have an appropriately located metering device for adding the reclaimed asphalt pavement to the heated new aggregate and shall provide an accurate method for proportioning the reclaimed asphalt pavement into the mixture.
 - 2. The batch plant's dryer may have to be operated at temperatures higher than with all new materials. If necessary, modify the dryer and the dust collection system to prevent damage.
 - 3. Drum-mix plants shall have an appropriately located metering device for adding the reclaimed asphalt concrete to the dryer-mixer in a manner that does not damage the asphalt in the reclaimed material. Ensure that an accurate method for proportioning the reclaimed asphalt concrete into the mixture is provided. Make provisions for compensating for moisture in reclaimed asphalt concrete.

4. The mixing for a drum-mix plant shall be such as to achieve an intimate blending of new and reclaimed materials and a complete coating of all aggregate particles.
5. The batch or drum-mix plant may be equipped with a surge-storage bin at the mixture discharge point.

4.02I.3.02. APPLICATION.

A. Mixing in Plant

1. Place aggregate through a dryer and heat to temperature not exceeding 350 degrees F.
2. Screen aggregate to appropriate fractions and place each fraction in a storage bin over mixer unit.
3. Use equipment conforming to ASTM D 995 for preparation of paving mixtures, except provide one bin for fine aggregate, three for coarse aggregate and one for reclaimed asphalt pavement (if applicable).
4. Introduce aggregate into mixer at between 250 and 350 degrees F and dry mix for minimum of 5 seconds (7 seconds for mixtures containing Vestoplast "S") before adding asphalt. Where reclaimed asphalt pavement or Vestoplast "S" is used, add to mixer after dry mixing and before asphalt cement.
5. Heat asphalt to a temperature not exceeding 325 degrees F (350 degrees F for modified asphalt) and introduce it into mixer at a temperature of not less than 275 degrees F (300 degrees F for modified asphalt).
6. Mix as long as necessary, but not less than 30 seconds after introduction of asphalt cement, to completely and uniformly coat aggregate particles.
7. Regulate temperature of mixture according to outdoor temperature and as necessary to meet minimum laydown temperatures specified in 4.02I.1.03.A.3. However, asphalt concrete mix production temperatures leaving the plant shall be as follows:

Type of Asphalt	Temperature Degrees F
Asphalt Cement	275 - 325
Modified Asphalt- PG 76-22	305 - 335
Modified Asphalt - PG 82-22	310 - 340

Any deviation from these temperatures must be as approved by the Engineer.

8. Use of storage silos will be permitted provided such silos are approved as specified in 4.02I.1.04.D.4.

B. Delivery, Placing and Spreading

1. Trucks used for hauling asphalt concrete mixtures shall have tight, clean, and smooth metal beds free from kerosene and other solvents. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.
2. Load trucks using a minimum of three drops. About 40 percent of the total weight of the mix to be hauled shall be loaded into the center of the front half of the truck. The truck shall then be pulled forward so that the next 40 percent or so of the total load can be deposited into the center of the back half of the bed, near the tailgate. The vehicle shall then be moved backward so that the remaining 20 percent of the mix can be dropped into the center of the bed, between the first two piles.
3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform without stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified herein, and allowed to cool to ambient temperature.
4. Spread evenly, screed and finish each course to tolerances and requirements specified in this Section.
5. Asphalt concrete pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of asphalt concrete which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required smoothness and texture without tearing, shoving, or gouging the mixture.

6. An automatic screed control system shall be used which is capable of automatically maintaining the specified screed elevation and transverse slope. The control system shall be automatically actuated from a reference system by a sensors.

The control system shall be capable of working in conjunction with any of the following reference systems:

- a. Ski-type device 40 to 60 feet in length.
- b. Taut stringline (wire) set to grade.
- c. Laser beam set to grade.

Automatic controls will not be required where the Contractor can demonstrate to the satisfaction of the Engineer that it can not be used effectively.

7. Before commencing each day's paving, clean the paver of any material left from previous paving operations.
8. Place in minimum of 10-foot wide strips, except that the last strip may be a lesser width if necessary. The length of paving strip shall be estimated by the following guide: 10 times the ambient temperature (degrees F) plus 100 feet. The Engineer will determine the final length.

9. Begin along high sides of areas and proceed towards low side of areas with a one directional slope. Start on centerline and work both ways for crowned pavements.
10. The longitudinal joint in one lift shall offset the longitudinal joint in the lift immediately below by at least 1 foot; however, the longitudinal joint in the surface lift shall be at the centerline of the pavement. Transverse joints in one lift shall be offset by at least 10 feet from transverse joints in the previous lift. Within the same lift, transverse joints in adjacent lanes shall be offset a minimum of 10 feet.
11. When starting paving operations at transverse joints, provide four starting block strips under full length of paver screed. Blocks should be of a thickness appropriate for the lift being placed.
12. The paver's hopper shall be kept half full throughout the paving day. The wings shall not be emptied until the end of the paving day. Residual material shall be disposed of off the site.
13. No raked asphalt concrete material shall be broadcast back onto the pavement mat. Raked material shall be placed back in the paver hopper or disposed of.
14. Use hand placing and finishing methods, as approved by the Engineer, in small areas where use of power equipment is impractical. Lutes shall be used for hand spreading.
15. Provide paving irons and heating equipment for use during paving operations and where necessary to improve the surface conditions, as approved by the Engineer.

C. Grade Control

1. Remove grade stakes just prior to rolling of the plant mix macadam base course.
2. The Engineer will provide bench marks and alignment controls adjacent to each area of construction, which shall be checked and maintained by the Contractor.
3. When placing overlays where automatic grade controls are not required, the thickness of each lift to be placed shall be marked on the pavement adjacent to each side of the paving machine at each location where final pavement grades are shown on the Contract Drawings.
4. Perform Contractor's quality control surveys immediately after top course has been rolled to check final surface grades, in accordance with 4.02I.1.04.D.8.
5. Establish and maintain required lines and grades, including crown and cross slope, for each course during paving operations.
6. Use only qualified surveyors licensed in the State in which Work is being performed.

D. Compaction Equipment

1. Use power rollers weighing not less than 10 tons, having wheel loads of at least 250 lbs./linear inch of combined static and dynamic force and equipped with adjustable scrapers to keep wheel surfaces clean and with efficient means of keeping them wet to prevent the mixture from sticking to the roller.
2. Use types and quantities of equipment as necessary to meet all quality and production requirements of this Section.
3. Do not use steel rollers with pits, flat spots or grooves worn into rolling surface. Roller shall be capable of reversing without backlash.
4. Keep roller on asphalt concrete to avoid contamination of pavement with foreign material.

E. Rolling

1. Commence as soon as material will sustain roller without undue displacement, cracking or shoving.
2. The speed of the roller shall at all times be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be immediately corrected by the Contractor.
3. The sequence of rolling operations shall be at the discretion of the Contractor.
4. Perform rolling with types and quantity of rollers as may be necessary to satisfy all of the pavement quality requirements specified herein.
5. Do not re-roll cold in-place asphalt concrete with a steel wheel or vibratory roller to attempt to increase density. A pneumatic tire roller may be used, subject to approval by the Engineer.
6. At end of each day's operations or when paving is interrupted sufficiently to allow mixture to cool, make a stop by means of tapering the course and form a transverse joint.
7. When resuming operations, cut back joint to expose a granular surface for full depth of the course, paint exposed edge with tack coat, place fresh mixture against joint, tamp and roll.
8. Any mixture that becomes loose and broken or mixed with dirt, develops check-cracking, or is in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at no cost to the City. Skin patching shall not be allowed.

F. Joints

1. Form all joints in such a manner as to ensure a continuous bond between the courses and to obtain the required density, as demonstrate, tested and approved in the control strip. All joints shall have the same texture as other sections of the course and shall meet the requirements for density, smoothness and grade. Minimize raking of joints. Any mix raked from joint shall be discarded and not broadcast back onto the mat.
2. For transverse joints, the roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a temporary stop. After a temporary stop and prior to the continuation of paving, the tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face before placing the adjacent pavement. Apply tack coat on all newly exposed contact surfaces before placing any fresh mixture against the joint.

G. Feather-Edge

1. When required by the Contract Drawings, the course shall be feather-edged following the "feather-edge" lines shown on the Contract Drawings.
2. The feather-edging shall be accomplished by decreasing the full thickness of the top course in order to maintain the required profile until the course thickness is approximately 1/2 inch.
3. The remainder of the course shall be placed by broadcasting the mix for purpose of segregating the large aggregate which shall be promptly removed. This shall be immediately followed by the rolling operation.

4.02I.3.03. CORRECTIONS OF DEFICIENCIES.

A. Deficiencies in Surface Smoothness and Grade Tolerance of Top Course.

1. In the event surface smoothness and surface grades fail to comply with the "In-Place Pavement Requirements", specified in 4.02I.1.03.D.1 when measured in accordance with 4.02I.1.04.D.7 and D.8, make corrections as specified below at no additional cost to the City.
2. The area of deficiencies in surface smoothness and/or surface grade tolerance shall be defined as the area enclosed by a line of points half way between the grade in excess of the specified tolerance and the next finished grade shown on the Contract Drawings that meets the specified tolerance, both longitudinally and transversely. The area will be determined by the Engineer from the field survey specified in 4.02I.1.04.D.7 and D.8.
3. Replace pavement deficient in surface smoothness and surface grade tolerance requirements or, at the option of the Engineer, add overlays where required to correct deficiencies in accordance with all applicable requirements of the Contract Drawings and this Section, at times approved by the Engineer, so as not to interfere with operations of the City or others using the area. A minimum thickness of 1-1/2 inches shall be placed as an overlay. Existing pavement shall be removed as necessary to provide square joints for the full depth of the overlay.
4. Where the deficiency in surface grade tolerance is in excess of 0.045 foot above or below the grade shown on the Contract Drawings but where a contour pattern satisfying riding quality and drainage as shown on the Contract Drawings has been established to the satisfaction of the Engineer, pavement may be left in place, subject to the requirements of 4.02I.4.01.C. and 4.02I.4.03.B.

B. Deficiencies in In-Place Air Voids of Top and Bottom Courses.

1. Any pavement subplot with in-place air voids less than 2.0 percent or greater than 8.0 percent (9.0 percent for bottom course) shall be removed and replaced at no additional cost to the City. For paving lifts other than the top lift of asphalt concrete the Engineer may elect to accept deficient material subject to an adjustment to Contract compensation. Adjustments to contract compensation will be made as set forth in 4.02I.4.01.G.
2. In-place air voids will be calculated in accordance with ASTM D 3203 by comparing bulk specific gravity (ASTM D2726) to maximum specific gravity (ASTM D2041).

C. Deficiency in Marshall Stability and Flow

In accordance with 4.02I.1.03.C.2 for Marshall stability and flow, if the Percentage of Material Within Tolerance Limits (PWL) of a lot for either parameter as set forth in 4.02I.4.03.B.5 equals or exceeds 90 percent, the lot shall be acceptable. If the PWL for either parameter is less than 90 percent, determine the reason and take corrective action immediately. If the PWL is below 80 percent for either parameter, stop production and make adjustments to the mix.

D. Deficiency in Final Surface Grade

1. When more than 15 percent of all measurements within a lot exceed the grade tolerance, measured in accordance with 4.02I.1.04.E.11, remove and replace or diamond grind the entire lot in accordance with 4.02I.3.03.A.
2. When any individual measurement exceeds a grade tolerance of plus or minus 0.06 foot, remove and replace the surfact of the area exceeding the tolerance in accordance with 4.02I.3.03.A.
3. Following the correction of deficiencies, the Engineer will retest the final surface of the asphalt concrete. In the event grade tolerance is exceeded, make additional corrections at no cost to the City.

E. Deficiencies in the Performance Grade Requirements of Modified Asphalt

Remove and replace the deficient material on a lot basis, unless the Engineer elects to accept the deficient material subject to an adjustment to Contract compensation. Adjustments to Contract compensation will be made as set forth in 4.02I.4.01.G.

PART 4. ADJUSTMENTS TO CONTRACT COMPENSATION

4.02I.4.01. GENERAL.

- A. Where the Contract requires less than 500 tons of asphalt concrete, no adjustments to Contract compensation will be made as specified herein.
- B. Where the Contract requires more than 500 tons of asphalt concrete, adjustments to Contract compensation, if made, will be made as specified in 4.02I.4.03.A, B, C, D, and E.
- C. Notwithstanding other adjustments to Contract compensation or corrections specified herein for various deficiencies, no payment will be made for material placed above the allowable tolerance above required grade as specified in 4.02I.1.03.D.4, or for material that must be removed to correct deficiencies, or for that material placed in excess of the plus tolerance for the total thickness of each course as specified in 4.02I.1.03.D.3.
- D. The computations for adjustments to Contract compensation may require conversion between tons and square yards. Such conversion will be made using the actual computed weight per square yard per inch of thickness determined from the lot's average bulk specific gravity for each type of course times the density of water at 70 degrees F.
- E. Adjustments to Contract compensation for in-place mat densities, in-place joint densities for surface courses and Marshall air voids shall be determined by applying percentages, calculated as specified in 4.02I.4.03.B, to the assigned unit price of sixty dollars (\$60.00) per ton of asphalt concrete; or in the case of Classified Work, by applying such percentages to the actual Contract Unit Price bid for the appropriate asphalt concrete item in the Schedule of Unit Prices For Classified Work, but in no case less than sixty dollars (\$60.00) per ton of asphalt concrete.
- F. The percentage adjustment to the unit price specified in 4.02I.4.01.E for Marshall air voids, mat density and joint density of the surface course shall be as follows, except as set forth in 4.02I.4.01.G:
- When all values calculated in accordance with 4.02I.4.03.B are 100 percent or greater, the highest value will be used to adjust Contract compensation.
- When all values calculated in accordance with 4.02I.4.03.B are less than 100 percent, the lowest value will be used to adjust Contract compensation.
- When values calculated in accordance with 4.02I.4.03.B are both greater and less than 100 percent, the product of the highest and lowest value will be used to adjust Contract compensation.
- G. When the Engineer elects to adjust Contract compensation in lieu of removal and replacement of material with deficient in-place mat air voids in shoulder and in-field area pavements or deficiencies in the modified asphalt performance grade, the percentage adjustment to the unit price specified in 4.02I.4.01.E will be set at 50 percent. No further adjustment will be made for Marshall air voids, mat density or joint density of the surface course.

- H. Adjustments for surface smoothness and final surface grade will be based on the final test results, which will be determined after the correction of deficiencies. Reductions in payment will be determined by the following:

$$R = A \times D \times F \times 0.01938$$

Where:

- R = Reduction in payment per lot for surface smoothness or final surface grade, dollars
- A = Area of lot, square feet
- D = Price per ton of asphalt concrete, assigned unit price or contract unit price as set forth in 4.02I.4.01.E.
- F = Contract Unit Price Adjustment Factor specified in 4.02I.4.03.D and 4.02I.4.03.E.

Reductions in payment for failure to meet surface smoothness and final surface grades will be calculated separately for the entire pavement or overlay surface. Deductions from Contract compensation will be made for the requirement (surface smoothness or final surface grade) which results in the greatest payment reduction. Reductions for surface smoothness or final surface grade will be in addition to all other adjustments to Contract compensation.

- I. When the Engineer elects to adjust Contract compensation in lieu of correcting areas with deficiencies in surface smoothness, the Contract Unit Price Adjustment Factor specified in 4.02I.4.01.H will set at 0.10.

4.02I.4.02. ADJUSTMENT TO CONTRACT COMPENSATION FOR THICKNESS DEFICIENCY IN PLANT MIX MACADAM BASE COURSE.

- A. Where the deficiency of a plant mix macadam base course core exceeds the allowable minus tolerance in plant mix macadam base course thickness, one additional core will be taken by the Engineer in each of the other three sublots adjacent to the core taken in accordance with 4.02I.1.04.E.4. Plant mix thickness for the area of entire lot will be the average of the four cores⁶. Where there is a deficiency in the average of the four cores in excess of the allowable minus tolerance, the total thickness of succeeding courses in the area of entire lot shall be increased by the amount by which the deficiency exceeds the allowable tolerance.
- B. For each additional lot resampled in accordance with 4.02I.4.02.A above, there will be deducted from the Contract compensation, in addition to adjustments for deficiencies as hereinafter specified, an amount of One Thousand Dollars (\$1,000.00).

⁶ *In determining average thickness, if any core exceeds required thickness by more than 1/2 inch, the thickness of that core will be assumed to be 1/2 inch in excess of required thickness.*

4.02I.4.03. ADJUSTMENT TO CONTRACT COMPENSATION FOR DEFICIENCIES IN TOP AND BOTTOM COURSES.

A. Deficiency in Thickness

Thickness of each course, excluding overlay, will be the average of the four cores in the lot for each course⁷. Deductions from Contract compensation for deficiencies in thickness of top course or total of top and bottom courses, modified as may be required by 4.02I.4.02.A, will be the following amounts (deducted per square yard) for the entire area lot:

Amount of Minus Deficiency (inches)	Amount of Payment Deduction (Dollars per Square Yard)
Greater than 1/4 and up to 1/2	1.00
Greater than 1/2 and up to 3/4	2.00

For minus deficiencies in excess of 3/4 inch either in average of four cores or in any individual core, at the Engineer's option, remove and replace deficient pavement or place an overlay that will satisfy all requirements of this Section.

B. Deficiency in In-Place Mat Density, In-Place Joint Densities and Marshall Air Voids

1. Top and bottom courses will be evaluated on a lot basis with each lot coinciding with that defined in 4.02I.1.04.D.1.a.
2. Density
 - a. In-place mat density specified in 4.02I.1.03.D.2.a will be evaluated for Section compliance using the average of the random subplot in-place density determinations from cores of the area covered by the lot specified in 4.02I.1.04.D.1.a.
 - b. In-place joint density specified in 4.02I.1.03.D.2.b will be evaluated for Section compliance using the average of random subplot in place joint density determinations from cores of the area covered by the lot specified in 4.02I.1.04.D.1.a.
3. Marshall air voids will be evaluated for Section compliance using the average of the random subplot void determinations from hot mix samples from the lot specified in 4.02I.1.04.D.1.a.
4. The Engineer will check each lot for in-place mat densities, in-place joint densities for surface courses only, and Marshall air voids with adjustments to Contract compensation based on the Percentage of Material Within Tolerance Limits (PWL) as determined by 4.02I.4.03.B.5 below and by the "Table For Estimating Percent of Lot Within Tolerance Limits-PWL (Standard Deviation Method)". No deficient lot will be approved without an adjustment to Contract compensation made in accordance with the tables entitled "Adjustments to Contract Compensation For In-Place Mat Density and Marshall Air Voids", and "Adjustments to Contract Compensation for In-Place Joint Density".

⁷ In determining average thickness, if any core exceeds required thickness by more than 1/4 inch, the thickness of that core will be assumed to be 1/4 inch in excess of required thickness.

5. Method of estimating Percentage of Material within Tolerance Limits (PWL):

- a. Locate sampling positions on the lot by use of random sampling procedures specified in FAA ERLPM, Section 6.
- b. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with 4.02I.1.04.D and E.
- c. Determine the average value of all samples (\bar{X})
- d. Find the standard deviation (S_n) by use of the following formula:

$$S_n = \sqrt{d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2 / n - 1}$$

Where

S_n = standard deviation of the number in the set

d_1, d_2, \dots = deviation of the individual sample values X_1, X_2, \dots from the average value that is,

$$d_1 = (X_1 - \bar{X}), d_2 = (X_2 - \bar{X}), d_n = (X_n - \bar{X})$$

n = number of sublots

- e. Find the Lower Quality Index (Q_L) by subtracting the lower tolerance limit (L) from the average values (\bar{X}) and dividing the result by standard deviation (S_n).

$$Q_L = \frac{\bar{X} - L}{S_n}$$

- f. Find the Upper Quality Index (Q_U) by subtracting the average value (\bar{X}) from the upper tolerance limit (U) and dividing the result by standard deviation (S_n).

$$Q_U = \frac{U - \bar{X}}{S_n}$$

- g. The percentage of material above lower tolerance limit (P_L) and the percentage of material below upper tolerance limit (P_U) will be found by entering the "Table For Estimating Percent of Lot Within Tolerance Limits - PWL (Standard Deviation Method)" with Q_L and Q_U , using the column appropriate to the total number (n) of sublots and reading the number under the column headed "Percent Within Tolerance Limits (PWL)". If the values fall between values shown on the table, use the next higher value for P_L or P_U .
- h. For asphalt concrete properties with only a lower tolerance limit (stability, mat density, joint density), the Percentage of Material Within Tolerance Limits (PWL) equals P_L . For asphalt properties with upper and lower tolerance limits (air voids and flow) determine PWL using the following formula:

$$PWL = (P_U + P_L) - 100$$

- i. If the tests within a lot include a very large or a very small value which appears to be outside the limits of variation, the Engineer will check for an outlier in accordance with ASTM E 178, at a

significance level of 5 percent, to determine if this value will be discarded when computing Percentage of Material Within Tolerance Limits (PWL).

- C. Adjustment to Contract compensation for each lot will be made in accordance with the formula contained in the table entitled "Adjustment to Contract Compensation For In Place Mat Density and Marshall Air Voids" by entering the appropriate row with the value of PWL and performing the calculation indicated for that PWL to determine the percentage adjustment of the unit price (specified in 4.02I.4.01.E).

ADJUSTMENT TO CONTRACT COMPENSATION FOR IN-PLACE MAT DENSITY AND MARSHALL AIR VOIDS	
Percentage of Material Within Tolerance Limits (PWL)	Percentage Adjustment of the Unit Price (specified in 4.01 E and 4.01 F)
96-100	106
90-96	PWL + 10
80-90	0.5 (PWL) + 55
65-80	2.0 (PWL) - 65
Below 65	8

- D. Deficiency in Final Surface Grade Tolerance

Adjustment to Contract Compensation for each lot will be made using the table entitled "Adjustment to Contract Compensation for Exceeding Final Surface Grade Tolerance" by entering the appropriate row with the percentage of all measurements within a lot which exceed the grade tolerance, measured in accordance with 4.02I.1.04.E.11, and reading the number under the column headed "Contract Unit Price Adjustment Factor".

ADJUSTMENT TO CONTRACT COMPENSATION FOR EXCEEDING FINAL SURFACE GRADE TOLERANCE	
Measurements Exceeding Grade Tolerance (Percent)	Contract Unit Price Adjustment Factor
0.0 – 5.0	0
5.1 – 10.0	0.05
10.1 – 15.0	0.25
15.1 and up	Corrective Work Required as specified in 4.02I.3.03.D.

The Contract Unit Price Adjustment Factor is used to calculate adjustments to Contract Compensation as Specified in 4.02I.4.01.H.

⁸ Remove and replace the lot to meet Section requirements as ordered by the Engineer. In lieu thereof, and subject to the provisions in 4.02I.3.03.B for mandatory removal and replacement, the Contractor and the Engineer may agree in writing that, for purposes of practicality, the deficient lot shall not be removed and adjustment to Contract compensation shall be made at 50 percent of the unit price specified in 4.02I.4.01.E.

E. Deficiency in Surface Smoothness

Adjustment to Contract Compensation for each lot will be made using the table entitled "Adjustment to Contract Compensation for Surface Smoothness", by entering the appropriate row with the Profile Index, measured and calculated in accordance with 4.02I.1.04.E.10., and reading the number under the column headed "Contract Unit Price Adjustment Factor".

ADJUSTMENT TO CONTRACT COMPENSATION FOR SURFACE SMOOTHNESS	
Average Profile Index (inches per mile)	Contract Unit Price Adjustment Factor
0.0 - 15.0	0.00
15.1 - 16.0	.02
16.1 - 17.0	.04
17.1 - 18.0	.06
18.1 - 20.0	.08
20.1 - 22.0	.10
22.1 and up	corrective work required as specified in 4.02I.3.03.A

The Contract Unit Price Adjustment Factor is used to calculate adjustments to Contract Compensation as Specified in 4.02I.4.01.H.

- F. Adjustment to Contract compensation for each lot will be made in accordance with the formula contained in the table entitled "Adjustment to Contract Compensation for In-Place Joint Density" by entering the appropriate row with the value of PWL and performing the calculation indicated for that PWL to determine the percentage adjustment of the unit price (specified in 4.02I.4.01.E.).

ADJUSTMENT TO CONTRACT COMPENSATION FOR IN-PLACE JOINT DENSITY	
Percentage of Material Within Tolerance Limits (PWL)	Percentage Adjustment of the Unit Price (specified in 4.02I.4.01.E and 4.01.F)
96 - 100	106
90 - 96	PWL + 10
80 - 90	$0.25 \times \text{PWL} + 77.5$
65 - 80	PWL + 17.5
Below 65	⁹

⁹ Remove and replace the lot to meet Section requirements as ordered by the Engineer. In lieu thereof, and subject to the provisions in 4.02I.3.03.B for mandatory removal and replacement, the Contractor and the Engineer may agree in writing that, for purposes of practicality, the deficient lot shall not be removed and adjustment to Contract compensation shall be made at 75 percent of the unit price specified in 4.02I.4.01.E.

TABLE FOR ESTIMATING PERCENT OF LOT WITHIN TOLERANCE LIMITS - PWL
(STANDARD DEVIATION METHOD)

<u>Percent Within Tolerance Limits (PWL)</u>	<u>Positive Values of Q_L or Q_U (n=Number of Sublots)</u>					
	<u>n=3</u>	<u>n=4</u>	<u>n=5</u>	<u>n=6</u>	<u>n=7</u>	<u>n=8</u>
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
87	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
83	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
82	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958

TABLE FOR ESTIMATING PERCENT OF LOT WITHIN TOLERANCE LIMITS - PWL
(STANDARD DEVIATION METHOD)

<u>Percent Within Tolerance Limits (PWL)</u>	<u>Positive Values of Q_L or Q_U (n=Number of Sublots)</u>					
	<u>n=3</u>	<u>n=4</u>	<u>n=5</u>	<u>n=6</u>	<u>n=7</u>	<u>n=8</u>
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
70	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
66	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
56	0.2164	0.1800	0.1688	0.1636	0.1613	0.1592
55	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
50	0.0	0.0	0.0	0.0	0.0	0.0

G. Additional Tests

- 1. In the event the Contractor elects to question the original density test results obtained from a particular lot for either the mat density or joint density, the Contractor may request additional testing of that lot in writing within 48 hours of receipt of the written test results from the Engineer. Upon written request received from the Contractor for such additional testing, the Engineer will test one additional sample from each subplot from randomly selected locations in the pavement where the lot was placed. The redefined test will consist of the Engineer's original samples and the additional Contractor's requested samples. The "Percent of Material Within Tolerance Limits - PWL" will be determined in accordance with 4.02I.4.03.B.5. The value will be used to determine any adjustment to Contract compensation. Only one resampling per lot will be permitted.
- 2. Additional tests requested by the Contractor shall be paid for by the Contractor to the City at a cost of One Thousand Dollars (\$1,000) per lot tested.

PART 5. MEASUREMENT AND PAYMENT

4.02I.5.01. MEASUREMENT. In determining the area of wearing course or Macadam base course to be paid for, the areas of the spaces occupied by rails, bases of columns, manhole heads, gate boxes, roadway boxes and similar structures will be deducted when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The measured quantity of wearing courses, laid to a specified thickness on an area basis, will be adjusted for deficiencies in accordance with Subsection 4.02I.4.01.

4.02I.6.01. PRICES TO COVER. The unit price bid for

- (A) Asphaltic Concrete Wearing Course, Type I-4, per square yard
- (B) Asphaltic Macadam Base, Type I-1, per square yard

shall cover the cost of all labor, materials and equipment required to furnish and lay the wearing course or Macadam base course, of the Type specified, complete, in full compliance with the requirements of the specifications, to furnish and lay test strips, to furnish such samples for testing, to take core samples for testing, to perform quality control testing in compliance with these specifications, and to provide such testing equipment, laboratory space and facilities as may be required and to maintain the courses or mixtures, as laid, in good condition as specified in Subsection 1.05.5 of the Standard Specifications.

No separate payment will be made for the cost of furnishing and applying of tack coat as directed under Subsection 4.02I.3.01.(F) above.

Payment will be made under:

Item No.	Item	Pay Unit
4.02 I4-2	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 2" THICK	S.Y.
4.02 I4-3	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 3" THICK	S.Y.
4.02 I1-4	ASPHALTIC MACADAM BASE COURSE, TYPE I-1 MIX, 4" THICK	S.Y.
4.02 I1-6	ASPHALTIC MACADAM BASE COURSE, TYPE I-1 MIX, 6" THICK	S.Y.

SECTION 4.04 BPA
Concrete Base for Pavers

4.04BPA.1 DESCRIPTION. Under this item the Contractor shall be required to construct 4" and 5" thick Concrete Base for Pavers, Class B-32, at the locations shown on the Contract Drawings and where directed by the Engineer.

4.04BPA.2. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.04 BP in Section 4.04 of the Standard Highway Specifications, except that the concrete base shall be 4" and 5" thick at the locations shown on the Contract Drawings and where directed by the Engineer.

4.04BPA.3. MEASUREMENT The volume of concrete in cubic yards and the amount to be paid shall be determined from cores taken by the Contractor after twenty-eight (28) days of curing in accordance with Section 5.04. Where concrete is laid upon an existing concrete base, the volume of concrete in cubic yards shall be determined from cross sections.

In determining the volume of concrete to be paid for, the spaces occupied by rails, bases of columns, manhole heads, gate boxes, road boxes and similar structures will be deducted when their superficial areas measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

4.04BPA.4. PRICES TO COVER. The contract price for Concrete Base for Pavers per cubic yard shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish, lay and cure the concrete, of the Class, Type and thickness specified, complete in full compliance with the requirements of the specifications, including, but not limited to, furnishing and placing foundation material, to furnish such samples and cores for testing and to provide such testing equipment, laboratory space and facilities as may be required, and to maintain the concrete base in good condition as specified in Section 5.05.

Payment will be made under:

Item No.	Description	Pay Unit
4.04 BPA	CONCRETE BASE FOR PAVERS, 4" AND 5" THICK, CLASS B-32	C.Y.

**SECTION 4.06 CPW
CAST-IN-PLACE CONCRETE PLANTER WALL**

4.06 CPW.1 DESCRIPTION. Cast-In-Place Concrete Planter Wall shall be made of concrete and constructed in accordance with the design and dimensions and at the locations shown on the Contract Drawings and where directed by the Engineer.

4.06 CPW.2 MATERIALS AND METHODS.

(A) All materials and methods shall be in accordance with the applicable requirements of Section 4.06 of NYCDOT Standard Highway Specifications, except that the expansion joint sealer, preformed expansion joint filler and surface finish shall be as specified herein.

(B) Concrete shall be Class A-40, Type IIA.

(C) Expansion Joint Sealer shall be a low-modulus, high-performance, 1-component, polyurethane-based, non-sag elastomeric sealant meeting Federal Specification TT-S-00230C, Type II, Class A; ASTM C-920, Type S, Grade NS, Class 100/50, use T, NT, G, A, O, M; Federal Specification for silicones – TT-S-001543A, Type non-sag; that is available in a full range of architectural colors.

(D) Preformed expansion joint filler shall be synthetic foam of isomeric polymers in a very small, closed-cell structure. Joint filler shall be non-absorbent and have a resiliency of 99%. Joint filler shall conform to the following standards and meet the following requirements:

1. ASTM D545 using a (1/2" (12.7 mm) thick test specimen).
 - a. Compression: 13 psi (9 g/mm²) 89.6 kPa.
 - b. Extrusion: 0.1" (2.5 mm).
 - c. Recovery: 99.21%.
 - d. Water Absorption, volume %: 0.246.
2. ASTM D 1752, Type II.

Thickness shall be as indicated on the Contract Drawings.

(E) Exposed surfaces shall receive a light sand blast finish following achieving an acceptable rubbed finish in accordance with the applicable requirements of Section 4.06 of NYCDOT Standard Highway Specifications. Perform sand blasting only after compressive strength of concrete exceeds 2000 psi (13.8 MPa). Coordinate with formwork removal and completion of rubbed finish to ensure that surfaces to be sand blasted are treated at same age for uniform results.

1. Surface Continuity: Perform sand-blast finishing in as continuous an operation as possible, maintaining continuity of finish on each surface or area of Work. Maintain required uniformity and depths of blast to match design reference sample or mockup.

2. **Blasting:** Sand blast corners and edges carefully, using backup boards, to maintain uniform corner or edge line. Determine type of nozzle, nozzle pressure, and blasting techniques required to match design reference sample or mockup.
3. **Depth of Cut:** Use an abrasive grit of proper type and gradation to expose aggregate and surrounding matrix surfaces to match design reference sample or mockup, as follows:
 - a. **Light:** Expose fine aggregate only and achieve uniform color; with maximum reveal of 1/16 inch (1.5 mm).
4. **Mock-Up:** Produce a mock-up to demonstrate finish; approved mock-up shall serve as control for finish of in place construction. Mock-up shall be constructed in location and of size directed by Engineer. Approved mock-up may become part of completed work if approved by Engineer in advance.

4.06 CPW.3. MEASUREMENT. In determining the volume of concrete to be paid for, deductions will not be made for the spaces occupied by steel reinforcement. The measured volume of concrete will be adjusted for payment in accordance with the strength requirements under Section 5.04 of the NYCDOT Standard Highway Specifications.

4.06 CPW.4. PRICE TO COVER. The contract price per cubic yard for Cast-In-Place Concrete Planter Wall, measured in place, shall cover the cost of all labor, materials, equipment, insurance and incidentals required to furnish and construct the cast-in-place concrete planter wall complete in full compliance with the requirements of the specifications, and to furnish samples for testing and to provide testing equipment, laboratory space and facilities as may be required. Steel reinforcement shall be paid under Item No. 4.14.

Payment will be made under:

Item No.	Item	Pay Unit
4.06 CPW	CAST-IN-PLACE CONCRETE PLANTER WALL	C.Y.

**SECTION 6.05 DP
RESTORATION OF DISTINCTIVE PAVEMENTS**

6.05 DP.01 INTENT. This section describes the restoration of distinctive pavement which shall be defined as any non-standard paving material including non-standard concrete sidewalk and all types of brick, block, asphalt, and stone pavers and slabs.

6.05 DP.02 MATERIAL.

A. All material shall be in accordance with the latest edition of the NYC Department of Transportation Standard Highway Specifications:

- a. Concrete base for pavers, **Section 4.04**
- b. Granite block and concrete paver sidewalk, **Section 6.06**
- c. Bluestone flags, **Section 6.07**
- d. Interlocking Concrete Pavers, **Section 6.47**
- e. Asphalt Block Pavers, **Section 6.60**
- f. Brick Pavers, **Section 6.66**
- g. Pigmented Concrete Sidewalk, **Section 4.13**

6.05 DP.03 SUBMITTALS.

Where salvaged material cannot be re-used, as directed by the Engineer, the Contractor shall provide shop drawings for replacement materials that match the existing and meet or exceed the NYC Department of Transportation Standard Highway Specifications requirements for review and approval.

6.05 DP.04 METHODS. The Contractor is not to proceed with any distinctive pavement construction unless ordered to do so by the Engineer

A. All installation methods shall be in accordance with latest edition of the NYC Department of Transportation Standard Highway Specifications:

- a. Concrete base for pavers, **Section 4.04**
- b. Granite block and concrete paver sidewalk, **Section 6.06**
- c. Bluestone and Fieldstone, **Section 6.07**
- d. Interlocking Concrete Pavers, **Section 6.47**
- e. Asphalt Block Pavers, **Section 6.60**
- f. Brick Pavers, **Section 6.66**
- g. Pigmented Concrete Sidewalk, **Section 4.13**

B. Preparation of base to receive paving material shall be in accordance with requirements of the latest edition of the NYC Department of Transportation Standard Highway Specifications to match the surrounding base material, as directed by the Engineer.

6.05 DP.05 MEASUREMENT. The area of sidewalk reconstructed shall be measured in square feet, within saw cut limits as shown on contract drawings or as directed by Engineer.

For concrete sidewalk: the amount to be paid for shall be determined by cores as provided in NYC Department of Transportation Standard Highway Specifications, **Section 5.04.**

The Contractor is not to proceed with any distinctive pavement construction unless ordered to do so by the Engineer.

6.05 DP.06 PRICE TO COVER. The contract price per square foot for restoration of distinctive pavement of any type shall cover the cost of all labor, materials, equipment, insurance, and necessary incidentals as required to construct the distinctive pavement complete with foundation materials, in place, in full compliance with the contract specifications and plans, including but not limited to, pigment when required to match existing, silicon carbide when required to match existing, curing, excavation (other than rock excavation) and backfilling; new pavers or slabs of any type delivered to site when required; furnishing additional blocks as replacements for blocks which are broken or damaged as a result of the Contractor's operations; cleaning, redressing, cutting and incorporating block into the work; furnishing and placing sand and/or grout for joints to match existing; furnishing shop drawings and samples for testing; all in accordance with the contract drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.05 DP	RESTORATION OF DISTINCTIVE PAVEMENT	S.F.

**ITEM NO. 6.18 OSF
ORNAMENTAL STEEL FENCE**

6.18.1. Description:

Under these Items, the Contractor shall furnish and erect Ornamental Steel Fence, in accordance with the plans, specifications, and directions of the Engineer.

6.18.2. Materials:

Manufacturer: Art Metals, LLC
Don Jenkins
76 Edsall Drive
Sussex, NJ 07461
718-834-0224
artech@ptd.net

Universal Steel
Fabricators
90 Junius St,
Brooklyn, NY
11212
(718) 417-1199

A&T Iron Works,
Nick Visconti
800-523-0973

OR APPROVED EQUAL.

FENCE shall be constructed of solid bars, posts, and rails of the sizes shown on the plans unless specifically noted as lightweight. All material shall conform to Specification ASTM A36.

FABRICATION-STEEL FENCE: Fence shall be fabricated in strict accordance with the plans and approved Shop Drawings. Posts and rails shall be formed into panels of the shapes on the plans and joints completely welded with welds of proper size and shape; all welds ground smooth to a neat finish. Connection shall be provided as indicated on the plans.

Posts and pickets shall, in all cases, be truly vertical. Rails and bars shall be parallel to grade as shown on the plans. Panels shall be curved as required by the work.

GROUT: Grout for fence posts shall be non-shrink, cement based grout such as Sonneborn 10K Grout as manufactured by ChemRex, Shakopee, MN or SikaGrout 212, as manufactured by Sika Corporation, Lyndhurst, NJ, Laticrete International. Bethany CT 1.800.243.4788 or approved equal.

SEALANT: Sealant around fence post shall be one part polyurethane, elastomeric adhesive such as Sonneborn's Ultra Sealant, as manufactured by ChemRex, Shakopee, MN or Sikaflex-1a, as manufactured by Sika Corporation, Lyndhurst, NJ, Laticrete International. Bethany CT 1.800.243.4788 or approved equal.

PAINTING: The fences shall receive three (3) coats of paint. The first coat shall be shop applied; the second and third coat shall be field applied. Immediately prior to painting, all surfaces of fences shall be thoroughly free of debris. All surfaces that are rust free shall be treated in accordance with SP-1, Solvent Cleaning. Treatment shall be performed with a solvent such as mineral spirits, xylol,

or turpentine to remove all dirt, grease, and foreign matter. Surfaces that show evidence of scale and rust shall be cleaned in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wire-brushing, sandpaper, hand scrapers, or hand impact tools or SP-3, Power Tool Cleaning, a method generally confined to power wirebrushes, impact tools, power sanders, and grinders in order to achieve a sound substrate. After the fence have been cleaned and prepared, they shall be painted as follows:

First Coat (Shop Applied): Sherwin Williams # Kem Bond® HS Metal Primer, B50NZ4, red oxide, as manufactured by Sherwin Williams Company, Woodside, NY, or approved equal. Primer is a fast drying, 81% + 2% weight solids, low VOC, rust inhibiting, modified alkyd metal primer with a dry film thickness of 3-4 mils. Paint requires two and a half (2 ½) hours drying time before recoating (with alkyds). Performance shall meet or exceed the standards of Federal Specification TT-P-86H, Type III and IV, and TT-P-664D.

Second Coat and Third Coats (Field Applied): Sherwin Williams, Black, or approved equal. Topcoat is a VOC compliant silicone alkyd high gloss coating having a dry film thickness of 2-4 mils (each coat). Paint requires eighteen (18) hours drying time @ 77 degrees F.

Alternative paint manufacturers shall be Devoe and Reynolds, Co.; Pratt and Lambert, Inc.; Pittsburgh Plate Glass Company; Sapolin; or an approved equivalent. All paints used shall be compatible and the product of the same manufacturer.

All paints shall be applied when ambient air temperature is forty-five (45) degrees F. and rising and when surfaces to be painted are moisture free. No painting will be allowed below the minimum ambient air temperature. In addition, no painting will be allowed below the temperature at which moisture will condense on surfaces. Refer to the Dew Point Chart at the end of this section to find the minimum allowed moisture free temperature.

DEW POINT CALCULATION CHART (FAHRENHEIT)
AT 30 HG BAROMETRIC PRESSURE

		Ambient Air Temperature °F										
		20	30	40	50	60	70	80	90	100	110	120
% Relative Humidity	90	18	28	37	47	57	67	77	87	97	107	117
	85	17	26	36	45	55	65	75	84	95	104	113
	80	16	25	34	44	54	63	73	82	93	102	110
	75	15	24	33	42	52	62	71	80	91	100	108
	70	13	22	31	40	50	60	68	78	88	96	105
	65	12	20	29	38	47	57	66	76	85	93	103
	60	11	19	27	36	45	55	64	73	83	92	101
	55	9	17	25	34	43	53	61	70	80	89	98
	50	8	15	23	31	40	50	59	67	77	86	94
	45	4	13	21	29	37	47	56	64	73	82	91
	40	1	11	18	26	35	43	52	61	69	78	87
	35	-2	8	16	23	31	40	48	57	65	74	83
30	-6	4	13	20	28	36	44	52	61	69	77	

Dew Point: The temperature at which moisture will condense on the surface. No coatings should be applied unless the surface temperature is a minimum of 5°F above this point. Temperature must be maintained during curing.

Example: If air temperature is 70°F and relative humidity is 65%, the dewpoint is 57°F. No coating should be applied unless the surface temperature is 62°F minimum.

6.18.3. Installation:

The fences shall be erected in holes that have been formed in the concrete to receive them. After the posts have been set in place and properly supported to hold them in line and grade, the annular space shall be filled with the specified non-shrink, cementitious grout, the grout shall be flush with the concrete curb. After the grout has cured, the Contractor is to install polyurethane sealant around the fence post. Sealant shall be gunned in between the base of the fence post and the concrete curb. Sealer shall be applied in strict accordance with the manufacturer's instructions, and shall be tooled in as required. **Note: All gypsum (Calcium Sulfate, CaSO₄) based grout will be rejected.**

Any fences not set plumb and true to line and grade shall be removed and replaced at the Contractor's expense. The Contractor shall maintain the fences during the life of the contract and shall repair replace all members that are disturbed, damaged, or destroyed.

6.18.4. Submittals:

PRODUCT DATA: For manufacturer's product lines assembled from components listed in materials.

SHOP DRAWINGS: Include plans, elevations for entire lengths, sections, details, attachments, connectors, anchoring and connecting hardware, and lightening protection. Layout shall be field verified and atypical fence conditions shall be indicated on shop drawings. Indicate all field and shop welds.

SAMPLES: Short rails, posts and samples showing finishes.

QUALIFICATION DATA: For firms and persons specified to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names of addresses of designers and owners, and other information specified.

PRODUCT TEST REPORTS: Based on evaluation of comprehensive tests performed by a qualified testing agency, including finish, indicating compliance with referenced standard.

MOCK-UP: Assembled samples of fence system, made from full-size finished components, including all connecting hardware. Show method of finishing members at intersection and posts. Sample shall be full height, two panels long and may be used in final installation if workmanship and finishes are accepted to Engineer.

6.18.5. Measurement;

The quantity of steel fence to be paid for shall be the number of linear feet furnished and erected complete, in accordance with the plans, specifications, and directions of the Engineer.

6.18.6. Price to Cover:

The prices bid shall be unit prices per linear foot of Ornamental Steel Fence and shall include the cost of all labor, materials, and equipment required to furnish and erect fences including painting, grout, sealant, and all incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Concrete and excavation shall be paid for separately under their respective Items.

Payment will be made under:

Item No.	Item	Unit
6.18 OSF	ORNAMENTAL STEEL FENCE	LF

SECTION 6.18 RXSI

Remove, Store and Reinstall Existing Iron Picket Fence

6.18RXSI.1. Description. Under this section, the Contractor shall remove, store, and reinstall existing iron picket fence and gate panels and fabricate and install new fence posts and panel and gate connections in accordance with the plans, specifications, and direction of the Engineer.

The furnishing and installing of any posts and miscellaneous hardware shall be deemed included under this item. Cutting existing panel lengths to fit within the reinstalled location shall also be deemed included under this item. Purchasing or fabricating any replacement fence or gate panels due to damage or poor condition as directed by the engineer shall also be deemed included under this item.

6.18RXS.2. Materials. The existing fence and gate panels shall be reused and reinstalled unless damaged or in poor condition as determined by the engineer. All removed fence panels shall be stored in a location approved by the Engineer.

New Posts and Connections:

New fence posts and panel and gate connections shall be fabricated for use with the existing fence and gate panels. New fabrications shall conform to the following general and specific standards for iron:

General:

- American Society for Testing and Materials (ASTM).
- American Welding Society (AWS).
- National Association of Architectural Metal Manufacturers (NAAMM).
- Federal Specifications (FS).
- The Society for Protective Coatings (SSPC, formerly Steel Structures Painting Council).

Iron Specific:

Provide iron in the form indicated, complying with the following requirements:

- Tubing: Cold-formed, ASTM A500; or hot-rolled, ASTM A501
- Steel Plates, Shapes and Bars: ASTM A36

- Gray Iron Castings: ASTM A48, Class 30
- Malleable Iron Castings: ASTM A47, grade as recommended by fabricator for type of use indicated

Paint:

Paint samples should be provided to the engineer to ensure matching paints on existing reused panels and fabricated posts and fence and gate panel connections.

Primer Epoxy Coat System:

1st Coat (Primer) - Epoxy organic zinc rich Primer with 85% zinc applied at rate of	--	2.0 to 4.0 Mils DFT. SSPC - PS Guide 12.00 (Organic Zinc Rich).
2nd Coat - Polyamide Epoxy Paint applied at the rate of	--	4.0 to 6.0 Mils DFT. SSPC-PS Guide 13.01
3rd Coat (Top Coat) - Acrylic Aliphatic Polyurethane applied at rate of	--	1.5 to 2.0 Mils DFT. SSPC-PS Guide 17.00 Type 5.

For factory painted items, Manufacturer/Fabricator shall provide touch-up paint in sufficient amount for Project.

-- 5.0 Mils DFT

Finish Paint:

1st Coat - Touch up with epoxy Polyamide Paint		
2nd Coat - Polyamide Epoxy Paint applied at the rate of	--	4.0 to 6.0 Mils DFT. SSPC-PS Guide 13.01
3rd Coat (Top Coat) - Acrylic Aliphatic Polyurethane applied at rate of	--	1.5 to 2.0 Mils DFT. SSPC-PS Guide 17.00 Type 5.

Grout:

Erosion-Resistant Anchoring Cement, factory-prepackaged, nonshrink, nonstaining, hydraulic controlled expansion cement formulation for mixing with water at project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without need for protection by a sealer or waterproof coating and is recommended for exterior use by manufacturer.

6.18RXSI.3. Fabrication.

General:

1. Fabricate post and panel and gate connections as shown in the design plans and details and as needed to reinstall the existing fence panels and gates.
 - a. Fabricate surfaces exposed to view from materials that are smooth and free of surface blemishes.
 - b. Do not use materials which have strains, imperfections and discolorations, including welds at metal surfaces.
 - c. Fabricate and assemble items with directional finishes so that finish is uniform and in the same direction, unless otherwise indicated.

Iron Fences and Railings:

1. Provide where indicated on Drawings iron posts, fence panel and gate connections constructed in accordance with the Drawings and Specifications, and as required to support structural loads. Infill of Rail Systems: panels, balusters, intermediate railings, and other elements composing the infill area.
 - a. Concentrated load of 100 lb applied horizontally on an area of 1 sq. ft. at any point in the system.
 - b. Uniform load of 25 lb/sq ft applied horizontally.
 - c. Uniform load on intermediate rail of 40 lb/ft applied horizontally and concurrently with 50 lb/ft applied vertically.
 - d. Infill loads and other loads need not be assumed to act concurrently.

2. Posts and shall be set in anchoring grout into sleeve to provide uniform thickness of grout around member. Top 1/2" of material in sleeve is to be polyurethane sealant, pitched to shed water. Center picket of each panel of 6' fence should be reset in anchoring grout 2" minimum into curb or pavement, sealed with polyurethane sealant.

6.18RXSI.4. Method. The locations and limits of the existing fence panels to be removed and reinstalled shall be as shown on the plans and as authorized by the Engineer. The Contractor shall carefully dismantle and remove the existing fence panels and provide safe storage of the salvaged materials until reuse. The existing curb posts and curb may be discarded, bolts at the panel and post connections may be cut for easy removal of panels. New posts and panel and gate connections shall be newly fabricated. The salvaged panels shall be erected using the new fabricated post and connections where shown on the contract drawings with all posts set plumb and fence panels installed to true line and grade and properly tensioned.

Any existing panels which are damaged or in poor condition shall be replaced by the contractor at no cost to NYCDOT as directed by the engineer.

Any fences and posts or panels not set plumb and true to line and grade shall be removed and replaced at the Contractor's expense. The Contractor shall maintain the fences, posts and panels during the life of the contract and shall repair, replace, and repaint all members that are disturbed, damaged or destroyed.

6.18RXSI.5. Submittals. Shop Drawings: Shall be submitted for details and finishes of component accessories, including fabricated posts, hardware, sleeves, panel and gate connections, and anchoring of post to into concrete header.

6.18RXSI.6. Measurement. The quantity of fence to be measured for payment under this item shall be the number of linear feet of fence of any height satisfactorily reinstalled in accordance with the plans, as herein specified, or ordered by the Engineer, measured from center to center of end posts. The total length of fence removed and stored shall not be measured for payment but is included in the price bid for this item.

6.18RXSI.7. Price to Cover. The contract price bid shall be a unit price per linear foot of existing steel fence removed, stored, and reinstalled and shall include the cost of all labor, material, equipment, insurance, and incidentals required to complete the work including, but not limited to, fabricating and installing new posts, panel and gate connections to posts, fabricating and installing any fence or gate panels or gate hardware, locks, pins, latches etc. needed to replace the existing fence, miscellaneous hardware, core

drilling, grout and grouting, welding, and painting, all in accordance with the plans, the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
6.18 RXSI	REMOVE, STORE AND REINSTALL EXISTING IRON PICKET FENCE	L.F.

SECTION 6.27 D
Demolition, Removal and Disposal of Structures

6.27D.1. DESCRIPTION. Under this Section, the Contractor shall furnished all labor, material, equipment, insurance, and necessary incidentals required for the demolition, removal and disposal, away from the site, of planters, bicycle racks, benches, and posts and railings; all in accordance with the Contract Drawing, the specifications and the directions of the Engineer.

6.27D.2. METHODS. All work shall be done in accordance with the applicable requirement of the Section 6.27 - Demolition of Structures, of the Standard Highway Specifications, and as amended below.

Any holes resulting from the demolition and removal work under this section shall be backfilled and cleaned up, in compliance with subsections 6.27.4(E) and (F), such that no trip hazard remains. No additional payment will be made for this work.

- a) **PLANTERS.** Planters marked for removal under Item No. 6.27 DP, shall be removed and disposed of away from the site along with all appurtenances, as directed by the Engineer.
- b) **BICYCLE RACKS.** Bicycle Racks marked for removal under this Item No. 6.27 DBI, shall first be separated from their anchor bolts. The bicycle racks shall then be removed and disposed of away from the site. Any remaining anchor bolts shall either be cut flush with the existing pavement or completely removed, at the Contractor's option.

Should the anchor bars be completely removed and the area be open to the public, any holes or damaged pavement resulting from the removal work shall immediately be backfilled with temporary asphalt concrete mixture such that no trip hazards remains. No additional payment will be made for this work.

- c) **BENCHES.** Benches marked for removal under Item No. 6.27 DBH, shall be first separated their anchor bolts. The benches shall then be removed and disposed of away from the site and then the bench foundations shall be excavate and dispose of as directed by the Engineer. All excavations shall be backfilled to the satisfaction of the Engineer, at no additional cost to the City.
- d) **POST & RAILINGS.** Steel posts and railings and small posts with reflectors marked for removal under Item No.6.27 DBR, shall be carefully detached from existing railings to remain and any rough edges ground down smooth. The posts shall be cut off flush at sidewalk level. The posts and railings should be removed and disposed of away from the site. All foundations shall be removed when adjacent sidewalk are demolished for reconstruction at no additional cost to the City.
- e) **CONCRETE BARRIERS.** Concrete Barriers marked for removal under Item No. 6.27 DB, shall be separated from their anchor bolts, if any, before removal. The concrete barriers shall then be removed and disposed of away from the site along with all appurtenances, as directed by the Engineer. Any remaining anchor bolts shall either be cut flush with the existing pavement or completely removed and any holes left by the removal operation shall be backfilled at no additional cost to the City.

6.27D.3. MEASUREMENT.

(A) The quantities to be measured for payment under Demolition, Removal and Disposal of PLANTERS, BICYCLE RACKS, BENCHES, AND CONCRETE BARRIERS shall be the actually number of each removed from the site, to the satisfaction of the Engineer.

(B) The quantity to be measured for payment under Demolition, Removal and Disposal of Posts & Railings shall be a lump sum price bid for removing of Posts and Railings, within the limits shown on the Contract Drawings, to the satisfaction of the Engineer.

6.27D.4. PRICES TO COVER.

(A) The unit prices bid for

ITEM NO. 6.27 DP	DEMOLITION, REMOVAL AND DISPOSAL OF PLANTERS
ITEM NO. 6.27 DB	DEMOLITION, REMOVAL AND DISPOSAL OF CONCRETE BARRIERS
ITEM NO. 6.27 DBI	DEMOLITION, REMOVAL AND DISPOSAL OF BICYCLE RACK
ITEM NO. 6.27 DBH	DEMOLITION, REMOVAL AND DISPOSAL OF BENCHES

shall be a unit price for each and shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and to complete the work; all in accordance with the contract drawings, the specifications and the directions of the Engineer.

(B) The lump sum price bid for

ITEM NO. 6.27 DBR	DEMOLITION, REMOVAL AND DISPOSAL OF POSTS & RAIL
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shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and to complete the work; all in accordance with the contract drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.27 DP	DEMOLITION, REMOVAL AND DISPOSAL OF PLANTERS	EACH
6.27 DB	DEMOLITION, REMOVAL AND DISPOSAL OF CONCRETE BARRIERS	EACH
6.27 DBI	DEMOLITION, REMOVAL AND DISPOSAL OF BICYCLE RACK	EACH
6.27 DBH	DEMOLITION, REMOVAL AND DISPOSAL OF BENCHES	EACH
6.27 DBR	DEMOLITION, REMOVAL AND DISPOSAL OF POSTS & RAILINGS	LUMP SUM

Revised on 02/27/2014 for HWK1130B.

SECTION 6.27BS
Demolition of Bus Shelter

6.27BS.1. Intent This section describes the demolition of bus shelters and related structures within the Bus terminal area.

6.27BS.2. Description In addition to furnishing all necessary labor, materials, plant, equipment, insurance and necessary incidental required, the work shall include the demolition, removal and disposal of the entire bus shelter unit and related structures, as indicated on the plans, specified or directed by the Engineer, together with all appurtenances, railings, other miscellaneous structures.

Prior to bidding, the Contractor shall visit the site and note the nature of the bus shelter to be demolished and shall use this information to enter his/her bid price accordingly.

6.27BS.3. General

(A) Laws, Permits, Etc.

The Contractor shall comply with all laws, ordinances, statutes, rules and regulations relating to the demolition of structures; the removal and disposal of materials resulting from demolition operations; the protection of adjacent properties and the general public; and the furnishing and maintenance of passageways, guard fences and other protective facilities. He shall obtain all required permits and licenses, pay all fees and give all notices necessary for the prosecution of the work.

(B) Disposal

All materials resulting from demolition operations or required to be excavated in connection with such operations, except as otherwise provided or directed, shall be disposed of by the Contractor away from the demolition site and the site of the contract work. Said materials shall not be dumped, placed, stored or disposed of within the limits of any existing or projected public street or road or bus terminal area. The burning of debris or other demolition materials will not be permitted.

(C) Damages

The Contractor shall be responsible for all damages resulting from and due to his demolition operations. Said responsibility shall include, but not be limited to, the grounds; buildings; structures; and portions of buildings or structures which are adjacent to the demolition site and are to remain. No additional payment or compensation will be made or allowed the Contractor for costs incurred for repairs and replacements required to satisfactorily remedy the aforesaid damages or for the settlement of any claims resulting therefore.

(D) Salvage

The City assumes no responsibility for the condition or presence of salvable materials in or on the premises. All damage to or loss of salvable materials, whether by reason of fire, theft or other happening, shall be at the risk of the Contractor and no such loss or damage shall relieve him from any obligation under the contract or from the basis of any claim against the city.

(E) Dust Suppression

The Contractor shall prevent dust arising from the work by hosing down the items being demolished and surrounding areas as needed. The Contractor is required to provide all equipment and water for this work (no separate payment).

(F) Blasting

Blasting operations shall not be permitted.

6.27BS.4. Methods

(A) Extent of Demolition

At the locations show on the plans, the entire bus shelter unit shall be completely removed or as directed by the Engineer.

(B) Backfill

All areas of demolition shall be backfilled to match adjacent grade unless the Contractor continues with the sidewalk reconstruction as approved by the Engineer. No payment under this item for backfill or excavation.

(C) Clean Up

The demolition areas and the portions of the bus terminal area affected by the work shall be cleaned of all materials resulting from or used in the work to be done hereunder and shall be left in a condition satisfactory to the Engineer.

6.27BS.5 Measurement. The quantity to be measured for payment shall be the number of shelters demolished and properly disposed of by the Contractor.

6.27.BS.6. Price to Cover. The price bid shall cover the cost of furnishing all labor, materials, plant, equipment, insurance and necessary incidentals required and completing the work in accordance with the Contract Plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.27BS	Demolition of Bus Shelter	EA

**SECTION 6.30MB
Removal of Metal Traffic Barrier**

6.30MB.1. DESCRIPTION. Under this section, the Contractor shall be required to disassemble and remove a mechanical metal barrier and transport it to a NYC Transit Authority Facility, in accordance with the contract drawings, the specifications, or as directed by the Engineer.

6.30MB.2. MATERIALS. The Contractor shall provide sturdy bins, containers and / or straps as required to facilitate the storing of parts and sections of the mechanical metal barrier in order to safely load, transport and unload the barrier parts to the satisfaction of the Engineer.

6.30MB.3. METHOD. The Contractor shall be required to notify the Engineer a minimum of 2 weeks prior to starting disassembling the barrier in order for the Engineer to contact and coordinate with the NYC Transit Authority. At the same time, the Contractor shall submit shop drawings of his/her method of disassembly to the Engineer. The Contractor shall make a photo log of the barrier in the closed and opened positions. The photo log shall consist of a minimum of 25 photos and a picture location diagram. The work shall be done in a workmanlike manner so as to salvage all usable parts.

During dismantling operations, the Contractor shall allow the Transit Representative to mark, tag and make photos in order to assist Transit for future assembly of the barrier. Any parts that cannot be salvaged or considered unusable materials, as confirmed by the Engineer, shall be noted and disposed of by the Contractor. However salvageable parts damaged by the Contractor's activities shall be replaced with like parts in satisfactory condition or repaired at no cost to the City.

Existing concrete base or foundations shall be removed under separate scheduled items in the contract. Anchor bolts or studs that are no longer required or usable shall be removed or cut off flush with the surface.

6.30MB.4 PRICE TO COVER, The contract price for the "Removal of Metal Traffic Barrier" shall be a lump sum price and shall include the cost of all labor, materials, plant, equipment and insurance necessary or required to coordinate with NYC Transit Authority, including dissembling, storing parts, transporting and delivering the disassembled barrier to a Transit facility and all other work incidental thereto, all in accordance with the Contract Drawings, specifications and to the satisfaction and / or as directed by the Engineer..

6.30MB.5 PAYMENT. No payment for the Removal of Metal Traffic Barrier will be made until after the Department of Design and Construction has accepted the removal and delivery of the barrier.

Payment for the Removal of Metal Traffic Barrier will be made under:

Item No.	Description	Pay Unit
6.30MB	Removal of Metal Traffic Barrier	L.S

SECTION 7.07 A
Removing Existing Steel Bollards

7.07A.1. Description. Under this section, the Contractor shall remove existing steel bollards designated to be removed.

7.07A.2. Methods. The Contractor shall be required to excavate and remove existing steel bollards complete with foundations and any other appurtenances. The number of bollards to be removed shall be as shown on the plans, unless otherwise directed by the Engineer. All removed materials shall become the property of the Contractor and shall be disposed of by him away from the work site.

All holes left by the removal operations shall be backfilled with a suitable material and compacted in a manner approved by the Engineer.

7.07A.3. Measurement. The quantity to be measured for payment will be the number of existing bollards removed and disposed of to the satisfaction of the Engineer.

7.07A.4. Price to Cover. The contract price bid shall be a unit price per each bollard removed and shall cover the cost of furnishing all labor, materials, equipment, and incidentals required to complete the work in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.07A	REMOVING EXISTING STEEL BOLLARDS	EACH

**ITEM NO. 7.49C
TREE PIT GUARD TYPE C**

7.49.1. Description:

Under these Items, the Contractor shall furnish and erect Tree Pit Guard, Type C, 4 sided and 3 sided in accordance with the plans, specifications, and directions of the Engineer.

7.49.2. Materials:

Fabricator: A. Art Metals, LLC,
Don Jenkins
76 Edsall Drive
Sussex, NJ 07461
718-834-0224 artech@ptd.net

B. A&T Iron Works,
Nick Visconti
800-523-0973

C Cape Cod Fabrications, Inc
Rich Corner
P.O. Box 634
210 Nathan Ellis Highway
N. Falmouth, MA 02556
508-564-5777

OR APPROVED EQUAL

GUARD shall be constructed of solid bars, posts, and rails of the sizes shown on the plans unless specifically noted as lightweight. All material shall conform to Specification ASTM A36.

FABRICATION-STEEL GUARD: Guard shall be fabricated in strict accordance with the plans and approved Shop Drawings. Posts and rails shall be formed into panels of the shapes on the plans and joints completely welded with welds of proper size and shape; all welds ground smooth to a neat finish.

Posts and pickets shall, in all cases, be truly vertical. Rails and bars shall be parallel to grade as shown on the plans.

GROUT: Grout for Guard posts shall be non-shrink, cement based grout such as Sonneborn 10K Grout as manufactured by ChemRex, Shakopee, MN or SikaGrout 212, as manufactured by Sika Corporation, Lyndhurst, NJ, Laticrete International. Bethany CT 1.800.243.4788 or approved equal.

SEALANT: Sealant around Guard post shall be one part polyurethane, elastomeric adhesive such as Sonneborn's Ultra Sealant, as manufactured by ChemRex, Shakopee, MN or Sikaflex-1a, as manufactured by Sika Corporation, Lyndhurst, NJ, Laticrete International. Bethany CT 1.800.243.4788 or approved equal.

PAINTING: The Guards shall receive three (3) coats of paint. The first coat shall be shop applied; the second and third coat shall be field applied. Immediately prior to painting, all surfaces of Guards shall be thoroughly free of debris. All surfaces that are rust free shall be treated in accordance with SP-1, Solvent Cleaning. Treatment shall be performed with a solvent such as mineral spirits, xylol, or turpentine to remove all dirt, grease, and foreign matter. Surfaces that show evidence of scale and rust shall be cleaned in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wire-brushing, sandpaper, hand scrapers,

or hand impact tools or SP-3, Power Tool Cleaning, a method generally confined to power wirebrushes, impact tools, power sanders, and grinders in order to achieve a sound substrate. After the Guard have been cleaned and prepared, they shall be painted as follows:

First Coat (Shop Applied): Sherwin Williams # Kem Bond® HS Metal Primer, B50NZ4, red oxide, as manufactured by Sherwin Williams Company, Woodside, NY, or approved equal. Primer is a fast drying, 81% + 2% weight solids, low VOC, rust inhibiting, modified alkyd metal primer with a dry film thickness of 3-4 mils. Paint requires two and a half (2 ½) hours drying time before recoating (with alkyds). Performance shall meet or exceed the standards of Federal Specification TT-P-86H, Type III and IV, and TT-P-664D.

Second Coat and Third Coats (Field Applied): Sherwin Williams, Black, or approved equal. Topcoat is a VOC compliant silicone alkyd high gloss coating having a dry film thickness of 2-4 mils (each coat). Paint requires eighteen (18) hours drying time @ 77 degrees F.

Alternative paint manufacturers shall be Devoe and Reynolds, Co.; Pratt and Lambert, Inc.; Pittsburgh Plate Glass Company; Sapolin; or an approved equivalent. All paints used shall be compatible and the product of the same manufacturer.

All paints shall be applied when ambient air temperature is forty-five (45) degrees F. and rising and when surfaces to be painted are moisture free. No painting will be allowed below the minimum ambient air temperature. In addition, no painting will be allowed below the temperature at which moisture will condense on surfaces. Refer to the Dew Point Chart at the end of this section to find the minimum allowed moisture free temperature.

DEW POINT CALCULATION CHART (FAHRENHEIT)
AT 30 HG BAROMETRIC PRESSURE

		Ambient Air Temperature °F										
		20	30	40	50	60	70	80	90	100	110	120
% Relative Humidity	90	16	26	37	47	57	67	77	87	97	107	117
	85	17	26	36	45	55	65	75	84	95	104	113
	80	16	25	34	44	54	63	73	82	93	102	110
	75	15	24	33	42	52	62	71	80	91	100	108
	70	13	22	31	40	50	60	68	78	88	96	105
	65	12	20	29	38	47	57	66	76	85	93	103
	60	11	19	27	36	45	55	64	73	83	92	101
	55	9	17	25	34	43	53	61	70	80	89	98
	50	6	15	23	31	40	50	59	67	77	86	94
	45	4	13	21	29	37	47	56	64	73	82	91
	40	1	11	18	26	35	43	52	61	69	78	87
	35	-2	8	16	23	31	40	48	57	65	74	83
30	-6	4	13	20	28	36	44	52	61	69	77	

DewPoint: The temperature at which moisture will condense on the surface. No coatings should be applied unless the surface temperature is a minimum of 5°F above this point. Temperature must be maintained during curing.

Example: If air temperature is 70°F and relative humidity is 65%, the dewpoint is 57°F. No coating should be applied unless the surface temperature is 62°F minimum.

7.49.3. Installation:

The Guards shall be erected in holes that have been formed to receive them. Any Guards not set plumb and true to line and grade shall be removed and replaced at the Contractor's

expense. The Contractor shall maintain the Guards during the life of the contract and shall repair replace all members that are disturbed, damaged, or destroyed.

7.49.4. Submittals:

PRODUCT DATA: For manufacturer's product lines assembled from components listed in materials.

SHOP DRAWINGS: Include plans, elevations for entire lengths for planters typical of a 4 sided or 3 sided tree guard. Drawings shall indicate attachments, anchoring and connecting hardware. Indicate all field and shop welds.

SAMPLES: Short rails, posts and samples showing finishes.

QUALIFICATION DATA: For firms and persons specified to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names of addresses of designers and owners, and other information specified.

PRODUCT TEST REPORTS: Based on evaluation of comprehensive tests performed by a qualified testing agency, including finish, indicating compliance with referenced standard.

MOCK-UP: Assembled samples of Guard system, made from full-size finished components, including all connecting hardware. Show method of finishing members at intersection and posts. Sample shall be full height and may be used in final installation if workmanship and finishes are accepted to Engineer.

7.49.5. Measurement;

The quantity of steel Guard to be paid for shall be the number of linear feet furnished and erected complete, in accordance with the plans, specifications, and directions of the Engineer.

7.49.6. Price to Cover:

The prices bid shall be unit prices per linear foot of Tree Pit Guard, Type C and shall include the cost of all labor, materials, and equipment required to furnish and erect Guards including painting, grout, sealant, and all incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Concrete and excavation shall be paid for separately under their respective Items.

7.49.7. PRICE TO COVER

The Contract Price bid per each linear foot shall cover the cost of all labor, materials, equipment, hardware, and all necessary incidentals required for completing the work in accordance with the plans, the specifications and the directions of the Engineer

Payment will be made under:

Item No.	Item	Unit
7.49 C	CUSTOM TREE PIT GUARD	LF

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 inches (3") 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 FP
STEEL FOUNDATION PLATE**

8.52 FP.01 INTENT. This section describes the furnishing and installation of the Foundation Plate.

8.52 FP.02 DESCRIPTION. The Steel Foundation Plate shall be embedded in the poured concrete footing to the nominal dimensions as indicated on the contract drawings and specifications.

8.52 FP.03 MATERIAL. Steel Foundation Plates shall comply with the requirements of the NYC Department of Transportation (DOT) Standard Highway Specifications **Section 2.35, Structural Steel** and shall be galvanized in accordance with **Section 2.34, Galvanizing of NYCDOT Standard Specifications**.

8.52 FP.04 SUBMITTALS. Shop drawings of each steel plate showing bolt locations shall be provided by the contractor in accordance with the requirements of **Subsection 1.06.13** of the NYCDOT Standard Highway Specifications, for review and approval prior to fabrication.

8.52.FP.05 NOT USED

8.52 FP.06 MEASUREMENT. Payment will be based on the computed weight of metal as shown on the approved shop drawings, and shall include, but not be limited to, permanent bolts and welds in the structure as erected.

Not to be included in the measurement is the weight of all erection materials including but not limited to bolts, pilot and driving nuts, temporary protective coatings, and all boxes, crates or other containers used for packing, together with sills, struts, and rods used for supporting members during transportation.

The weight of all required bolt heads, nuts and washers will be estimated, making no allowance for waste, and included in the weight for which payment will be made. The mass of all required welds will be estimated and included in the mass for which payment will be made.

8.52 FP.07 PRICE TO COVER. The contract price per pound shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish and install steel plates complete in place in full compliance with the contract drawings, the specifications and direction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
8.52 FP	STEEL FOUNDATION PLATE	LBS.

**SECTION 8.52 PT
PAVING TRAY**

8.52 PT.01 INTENT. This section describes the furnishing of the ground level paving tray.

8.52 PT.02 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.

8.52 PT.03 SUBMITTALS. All submittals shall be provided by the contractor in accordance with the requirements of **Subsection 1.06.13** of the NYCDOT Standard Highway Specifications.

A. Shop Drawings: Erection and fabrication drawings for all totem components and accessories. Show plans and elevations at not less than 1/4 inch to 1'-0" scale, and details at not less than 1-1/2 inch to 1'-0" scale.

B. Product Data: Manufacturer's printed specifications and installation instructions for each type of metal framing and accessory, including data required to show compliance with the Drawings and Specifications.

8.52 PT.04 MATERIALS.

A. Steel plate & Side Brackets:

- a. Material & Finish: Grade 304 Stainless Steel, Mill finish.
- b. Thickness: 1/4"
- c. Side Brackets: As required, to be agreed with the Engineer prior to fabrication
 1. Edges: All edges to be polished and rounded off
 2. Joints: Plate sections to be butt jointed
 3. Installed level: To be aligned flush with poured concrete sidewalk

B. Cover Plate:

- a. Material & Finish: Grade 304 Stainless Steel, Textured 'Durbar' plate.
- b. Thickness: 1/4 "
- c. Edges: All edges to be polished and rounded off
- d. Finished installed level: To be aligned flush with poured concrete sidewalk
- e. Mounting Screws:
 1. Exposed To Sidewalk: To be stainless steel with tamper proof torx' head or approved equivalent
 2. Beneath Sidewalk: To be stainless steel socket head

C. Temporary Cover Plate Mounting Brackets:

- a. Material and Finish: Grade 304 Stainless Steel with mill finish
- b. Nominal Thickness: As required by Contractor to safely support imposed sidewalk live loads
- c. Bolt Fixings: To be stainless steel, sized and configured to support imposed sidewalk live loads

8.52 PT.05 METHOD

A. Fabrication:

- a. Plates cut and seam welded directly to each other
- b. Side brackets spot welded directly to plates.
- c. Provide all necessary Jigs for placement of paving trays relative to Totem foundation plates, provide a minimum of 6 jigs per Totem type.

8.52 PT.06 MEASUREMENT. The quantity to be measured for payment shall be the number of new paving trays, of each size and type listed below, furnished and installed to the satisfaction of the Engineer.

Type	Item	Length	Width
A	Paving Tray (Pathway Totem)	1'-7 1/4"	8 1/2"
B	Paving Tray (Area Totem)	2'-11 1/4"	8 1/2"
C	Paving Tray (Neighborhood Totem)	4'-3 1/4"	8 1/2"

8.52 PT.07 PRICES TO COVER. The contract price bid for each size and type of paving trays shall be a unit price per each and shall cover the cost of all labor, materials, equipment, jigs, inspections, insurance, and incidentals necessary to complete the work of furnishing and installing each type of paving tray as shown on the contract drawings, as specified and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
8.52 PT-A	PAVING TRAY (PATHWAY TOTEM)	EACH
8.52 PT-B	PAVING TRAY (AREA TOTEM)	EACH
8.52 PT-C	PAVING TRAY (NEIGHBOURHOOD TOTEM)	EACH

SECTION HW-900
Allowance For Maximum Incentive For
Early Completion/Liquidated Damages

HW-900.1. GENERAL.

Since Project ID. HWK1130B is critical and TIME IS OF THE ESSENCE, the Contractor shall be required to work at times simultaneously at multiple locations of this project within the base duration time specified in Schedule A.

Since this Project is critical and TIME IS OF THE ESSENCE, the City is making available to the Contractor certain incentive payments. To earn an incentive payment amount, the Contractor shall have to meet the Contractual completion time schedule. Please be advised that the Contractual completion schedule may be extended by the Commissioner in accordance with **Article 13 "Extension Of Time For Performance"** of the Standard Construction Contract.

Any dispute, negotiation and/or any other cause resulting in a delay, whether caused by the City, the Utilities, or any other party, which results in the Contractor's failure to meet the completion schedule for the incentive will result in no payment of the entire incentive and the Contractor agrees that it shall not bring a claim against the City for the incentive payment. (See below for more details.)

The Contractor is a sophisticated business entity involved in the construction industry with access to legal representation and understands that by entering into this Contract with the City that the Contractor hereby waives any and all claims it may have against the City or any of its officers, employees or agencies for the Contractor failing to meet the completion schedule deadline and, thus not receiving any incentive payment available. This includes any portion of the incentive payment, which the Contractor forfeits by failing to meet the completion schedule. As a sophisticated business entity involved in the construction industry, the Contractor understands that it is possible that it may not receive any incentive under this Contract and that it cannot bring any claim or lawsuit in any jurisdiction against the City if it does not meet the Completion Schedule for any reason and does not earn the incentive payment. The City's goal is that the Contractor will meet the completion schedule for the project and to pay the Contractor the incentive payment.

Furthermore, if the City does not pay the incentive because the Contractor did not meet a completion schedule and the Contractor's failure to meet such completion schedules may be due to a delay by the City or any City agency, any Utilities or any other cause whatsoever, shall not give rise to a claim by the Contractor against the City for a compensable delay under **Article 11** of the Standard Construction Contract, which is included as a part of this Contract, or any other claim against the City. The early completion incentive is separate and distinct from **Article 11** of the Standard Construction Contract and the Contractor agrees and understands that the incentive payment cannot be claimed under the provisions of **Article 11** of the Standard Construction Contract.

Moreover, the Contractor hereby waives any and all rights (and hereby understands what it is waiving as described herein) the Contractor may have or thinks it has in law (contract law or torts law) or in this Contract to bring any kind of claim against the City, if the City, based on this Contract, does not pay the incentive amount for any reason.

HW-900.2. INCENTIVE/LIQUIDATED DAMAGES

Timely completion of all work (excluding tree planting, work to be paid for under Item HW-914 and punch list work) is essential to this project. The City is making available an incentive payment for Substantial Completion of this project, or, in the event that the Contractor fails to meet the scheduled Substantial Completion date, liquidated damage assessments, as set forth below.

The Contractor shall be assessed liquidated damages, per **Article 15** of the Standard Construction Contract and as shown in Schedule A, in the event the Contractor fails to substantially complete all

work (excluding tree planting, work to be paid for under Item HW-914 and punch list work) within the time fixed for such completion in Schedule A.

(1) General Provisions:

- (a) An incentive payment amount is available to the Contractor under this **Subsection HW-900.2** for Substantial Completion of the project. The amount for Substantial Completion is set forth below in **Paragraph (4)** of this **Subsection HW-900.2**.
- (b) The incentive payment will be authorized to the Contractor only if all work within the project, including but not limited to all change order work, receives a determination of Substantial Completion, as defined in **Paragraph (6)** of this **Subsection HW-900.2.**, below, prior to or at the scheduled substantial completion date for this Capital Project, as defined in **Paragraph (2)** of this **Subsection HW-900.2**.
- (c) No incentive payment will be authorized for completion of this Capital Project in the event that Substantial Completion of all work occurs after the scheduled completion date for this Capital Project, regardless of delays, including delays attributable to the City. Examples of delays that may cause the Contractor to miss the completion date for this Capital Project and not earn the available incentive payment amounts include, without limitation, delays resulting from subsurface conditions at the site materially differing from any shown on the contract drawings or indicated in the specifications, delays resulting from such subsurface conditions as could not reasonably have been anticipated by the Contractor and were not anticipated by the City, and delays due to private utilities, which conditions will materially affect the cost of the work to be done under the contract. Notwithstanding the above, the Commissioner may grant an extension of time in accordance with **Article 13** of the Standard Construction Contract for any or all of such delays.
- (d) Liquidated damages will be assessed by the City against the Contractor if Substantial Completion of work within this Project does not occur by the scheduled completion date for this Project, plus authorized time extensions pursuant to **Article 13** of the Standard Construction Contract.
- (e) The determination of incentive payment or liquidated damage assessment will be made solely by the Commissioner, and the Commissioner's decision with respect thereto shall be accepted as final, binding, and conclusive.

(2) Scheduled Substantial Completion Date: The scheduled commencement date for Construction is to be set forth in the written **Notice to Proceed** to be issued by the Commissioner in accordance with **Article 8** of the Standard Construction Contract. The number of consecutive calendar days for determining the duration of Substantial Completion of work is set forth in Schedule A.

(3) (A) Incentive Payment:

- (i) Potential Incentive Payment: If the work within the Project, including but not limited to all change order work, receive a determination of Substantial Completion, as defined in **Paragraph (6)** of this **Subsection HW-900.2.**, below, prior to or at the scheduled completion date set for all work within this Project, plus authorized time extensions under **Article 13** of the Standard Construction Contract, then the City will authorize the Incentive Payment to the Contractor in accordance with **Paragraph (4)** of this **Subsection HW-900.2.**, below, less any and all deductions authorized by this contract or by law.
- (B) Liquidated Damages: Should Substantial Completion, as defined in **Paragraph (6)** of this **Subsection HW-900.2.**, below, occur after the scheduled completion date set for this Project, plus authorized time extensions pursuant to **Article 13** of the Standard Construction Contract, or, if the Contractor, in the sole determination of the Commissioner, should

abandon the work, the City will assess liquidated damages against the Contractor in an amount determined as follows: the liquidated damage amount as stated in **Paragraph (4)** of this **Subsection HW-900.2.**, below, multiplied by the number of calendar days in which Substantial Completion of this Project occurs after the scheduled completion date set for this Project, plus authorized extensions; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the 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 shall also apply to the Contractor if it is defaulted pursuant to **Chapter X** of the Standard Construction 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.

(C) Calculation: For the purposes of calculating the number of calendar days for liquidated damage assessment, such calculation shall not include the day of scheduled Substantial Completion.

(4) Incentive/Liquidated Damage Amounts:

Incentive for Substantial Completion of the Project:

- Potential Incentive Payment: For on time completion of this Project, the incentive payment is equal to \$500,000.

Liquidated Damages:

- \$3,000 per day for the contract.

(5) Maximum Incentive/Liquidated Damage Amounts Payable For This Project:

Maximum Incentive Payment: The maximum incentive amount payable to the Contractor shall equal the incentive amount indicated in **Paragraph (4)** of this **Subsection HW-900.2.**, above.

Liquidated Damage: There shall be no limit to the amount of liquidated damages assessed.

(6) Substantial Completion: The Contract shall have achieved "Substantial Completion" when, in the sole determination of the Commissioner, all work including, but not limited to, all change order work (exclusive of tree planting, work to be paid for under Item HW-914 and punch list work) has been completed, tested, made operational, and accepted by the Engineer.

HW-900.3. BASIS OF PAYMENT.

Payment for any incentive earned by the Contractor shall be made in accordance with the applicable **Subsection HW-900.2.(3)(A)** above.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the total bid solely to insure that sufficient monies will be available to pay any incentive earned by the Contractor.

The "fixed sum" is for bidding purposes only and shall not be varied in the bid. The Contractor will be paid for the actual amount of any incentives earned, less any and all deductions authorized by this contract or by law, regardless of the fixed sum.

Payment will be made under:

Item No.	Item Description	Pay Unit
HW-900	ALLOWANCE FOR MAXIMUM INCENTIVE FOR EARLY COMPLETION SECTION HW-900H	F.S.

Allowance for City Work Acceleration

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Commissioner to accelerate the City work items in the project during critical periods but the use of this item will expire on the original contract substantial completion date. Such accelerated City work includes:

- A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which shall be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,
- B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,
- C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner that result in additional costs to perform contract work as specified.

Such accelerated City work shall be paid for under this item in accordance with the requirements of **Articles 25 and 26** of the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Commissioner.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any accelerated work performed by the Contractor, as directed by DDC's Commissioner.

Payment will be made under:

Item No.	Item	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

**SECTION HW-914
ALLOWANCE FOR (WAYFINDING) TOTEMS**

HW-914.1. DESCRIPTION. Under this item, the Contractor shall be required to pay to the TOTEM sign contractor for them to furnish and install new (WAYFINDING) TOTEMS.

HW-914.2. MATERIALS. (Not applicable)

HW-914.3. CONSTRUCTION DETAILS. (WAYFINDING) TOTEMS signs shall only be installed once the foundations have been installed by the Contractor under other contract items.

HW-914.4. METHOD OF MEASUREMENT. The fixed price lump sum shown in the Bid Schedule for this item shall be included in the total bid price; however, actual payment to the Contractor will be based on the actual invoices submitted by the TOTEM sign contractor to the Contractor for payment. The fixed sum is not to be altered in any manner by the bidder.

It is agreed that all work shall be based on the actual number of TOTEM SIGNS that are installed to the satisfaction of the Engineer.

HW-914.5. BASIS OF PAYMENT. The Contract price for this item shall be the total price for the work performed by the TOTEM sign contractor under this item. Payment shall be equal to the sum total of all vouches submitted to the Contractor by TOTEM sign contractor, as approved by the Engineer, for payments made by the Contractor to TOTEM sign contractor for the cost of furnishing and installing new (WAYFINDING) TOTEMS.

Payment under this item shall be made by the City on a reimbursement basis only, for payments made by the Contractor to the TOTEM sign contractor for providing the materials and services required to furnish and install TOTEM, as required. Said payments shall be equal the total amount of invoices submitted by the TOTEM sign contractor to the Contractor during the period for which a requisition is submitted. The Contractor shall be required to submit to the Engineer satisfactory evidence of payment to TOTEM sign contractor. No retainage will be withheld by the Department on such payments made under this section.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the total bid solely to insure that sufficient monies will be available to pay the Contractor for the work performed under this item.

The Contractor shall maintain separate books of accounts and shall not charge any portion of the cost for furnishing and installing TOTEM SIGNS to another part of the work. Payment and partial payments under this item shall be treated separately from the rest of the contract items.

The voucher for payment shall be submitted to the Engineer on a monthly basis.

The "fixed sum" is for bidding purposes only and shall not be varied in the bid. The Contractor will be paid for the actual amount regardless of the fixed sum, which may be more or less than the fixed amount.

Payment will be made under:

Item No.	Item	Pay Unit
HW-914	ALLOWANCE FOR (WAYFINDING) TOTEMS	F.S.

SECTION E260100
BASIC ELECTRICAL REQUIREMENTS
(NOT A BID ITEM)

E260100.1. INTENT

- A) This Section includes general requirements for electrical installations. These requirements are applicable to all Electrical work. The following requirements are included in this Section to expand the requirements specified in the General Conditions of the NYCDOT Standard Highway Specifications:
- 1) Submittals.
 - 2) Coordination drawings.
 - 3) Record documents.
 - 4) Maintenance manuals.
 - 5) Rough-ins.
 - 6) Electrical installations.
 - 7) Cutting and patching.
 - 8) Codes, Permits and Inspections.
 - 9) Separation of Work between Trades.
 - 10) Definitions and Interpretations.
- B) Related Sections: The following sections contain requirements that relate to this section:
- 1) Section E260500, Common Work Results for Electrical, for materials and methods common to the remainder of Electrical specifications, plus general related specifications including:
 - Excavation and backfill and concrete work.

E260100.2. DEFINITIONS

- (A) As used in the drawings and specifications for electrical work, certain non-technical words shall be understood to have specific meanings as follows regardless of indications to the contrary in the General Conditions or other documents governing the electric work.
1. "Furnish" -- Purchase and deliver to the project site complete with every necessary appurtenance and support, all as part of the electrical work. Purchasing shall include payment of all sales taxes and other surcharges as may be required to assure that purchased items are free of all liens, claims or encumbrances. Payment of sales taxes is, however, specifically excluded.
 2. "Install" -- Unload at the delivery point at the site and perform every operation necessary to establish secure mounting and correct operation at the proper location in the project, all as part of the electrical work.
 3. "Provide" -- "Furnish" and "install."
 4. "New" -- Manufactured within the past two years and never before used.
 5. Regardless of their usage in codes or other industry standards, certain words as used in the drawings or specifications for the electrical work, shall be understood to have the specific meanings ascribed to them in the following list:
 6. "Circuitry" -- Any electric work (not limited to light and power distribution) which consists of wires, cables, raceways, and/or specialty wiring method assemblies taken all together complete with associated junction boxes, pull boxes, outlet

boxes, joints, couplings, splices and connections except where limited to a lesser meaning by specific description.

7. "Wiring" -- Same as Circuitry.
8. "Circuit" -- Any specific run of circuitry.
9. "Branch Circuit" -- Any light and power distribution system circuit which, at its load end, is directly connected to one or more electrical energy consuming items with no overcurrent protection devices interposed, other than (where required) those protecting the energy a consuming items from overloading or overheating.
10. "Appliance Panel" -- Any panel, used in a light and power distribution system, containing single pole and/or multipole branches rated in various sizes.
11. "Lighting Panel" -- Any panel used in a light and power distribution system, having all (or the majority) of its branches single pole and rated the same.
12. "Lighting and Appliance Branch Circuitry" -- All or any portion of branch circuits outgoing from a lighting or appliance panel.
13. "Feeder" -- Any item of light and power circuitry used in a distribution system which is not lighting and appliance branch circuitry.
14. "Main Feeder" -- Any feeder which, at its supply end, is connected through its own overcurrent protection (and switching) device, and none other, directly to a main service or a main service overcurrent protection (and switching) device.
15. "Branch Feeder" -- A feeder, other than a main feeder, which complies with the definition of a branch circuit.
16. "Submain Feeder" -- Any feeder which is neither a main feeder nor a branch feeder.
17. "Distribution Panel" -- Any panel, used in a light and power distribution system, containing only multi-pole branches and with all (or the majority) of its branches used for feeders supplying other panels.
18. "Grade Slab" -- A building floor slab which is in contact with or directly over grade (earth).
19. "Building Confines" -- The extent of a building, as defined by the outside surfaces of its peripheral walls, the top surface of its roof, and the underside surface of its grade slab.
20. "Distribution Switch" -- Any switch used in a light and power system other than a tumbler, toggle or specialty switch in the "wiring device" category.
21. "Normal Electric Work Conditions" -- Locations within building confines which are neither damp, wet nor hazardous and which are not used for air handling.
22. "Underground" -- Subsurface and exterior to building foundations.
23. "At Underside of Grade Slab" -- Under a grade slab and integrated into it.
24. "Below Grade Slab" -- Under a grade slab but not integrated into it.

25. "Standard" (as applied to wiring devices) -- Not of a separately designated individual type.
 26. "Raceway" -- Any pipe, duct, extended enclosure, or conduit (as specified for a particular system) which is used to contain wires, and which is of such nature as to require that the wires be installed by a "pulling in" procedure.
 27. "Concealed" (as applied to circuitry) -- Covered completely by building materials, except for penetrations (by boxes and fittings) to a level flush with the surface as necessitated by functional or specified accessibility requirements.
 28. "Exposed" (as applied to circuitry) -- Not covered in any way by building materials.
 29. "Subject to Mechanical Damage" -- Exposed within seven feet of the floor in mechanical rooms, manufacturing spaces, vehicular spaces, or other spaces where heavy items (over 44.6 kg or 100 pounds) are moved around or rigged as a common practice or as required for replacement purposes.
 30. "Assembly" -- A defined set of elements of electric work.
- (B) Where the word "conduit" is used without specific reference to type, it shall be understood to mean "raceway."
 - (C) Except where modified by a specific notation to the contrary, it shall be understood that the indication and/or description of any electrical item in the drawings and specifications for electrical work carries with it the instruction to furnish, install and connect the item as part of the electrical work regardless of whether or not this instruction is explicitly stated.
 - (D) It shall be understood that the specifications and drawings are complementary and are to be taken together for a complete interpretation of the work. Where there are conflicts between the drawings and specifications or within the specifications or drawings themselves, the items of higher standard shall govern.
 - (E) To the extent that they govern the basic work, the specifications also govern 'change order' work if any.
 - (F) No exclusion from or limitation in, the symbolism used on the drawings for electrical work or the language used in the specifications for electrical work shall be interpreted as a reason for omitting the appurtenances or accessories necessary to complete any required system or item of equipment.
 - (G) The drawings for electrical work utilize symbols and schematic diagrams which have no dimensional significance. The work shall, therefore, be installed to fulfill the diagrammatic intent expressed on the electrical drawings, but in conformity with the dimensions indicated -on the final working drawings, field layouts and shop drawings of all trades. In particular, information as to the exact size, location and electrical connection points for mechanical equipment shall be derived by reference to mechanical documents.
 - (H) Certain details appear on the drawings for electrical work which are specific with regard to the dimensioning and positioning of the work. These are intended only for general information purposes. They do not obviate field coordination for individual items of the indicated work.
 - (I) The use of words in the singular shall not be considered as limiting where other indications denote that more than one item is referred to.

- J) Ratings of devices, materials and equipment specified without reference to specific performance criteria shall be understood to be nominal or nameplate ratings established by means of industry standard procedures.

E260100.3. SUBMITTALS

- A) General: Follow the procedures specified in the General Conditions of Section 1.06.31 in the NYCDOT Standard Highway Specifications.
- B) Additional copies may be required by individual sections of these Specifications.

E260100.4. RECORD DOCUMENTS

- A) Prepare record documents in accordance with the requirements in the General Conditions of Section 1.06.31 in the NYCDOT Standard Highway Specifications. In addition to the requirements specified in Standard Construction Contract comply with the following:
 - 1) A complete set of "as-built" or record electric drawings shall be made up and delivered to the Engineer.
 - 2) The drawings shall show:
 - a) All electric work installed exactly in accordance with the original design.
 - b) All electric work installed as a modification or addition to the original design.
 - c) The dimensional information necessary to delineate the exact location of all circuitry and wiring runs (other than lighting and appliance branch circuitry and small control, signal and communications runs) which are so buried or concealed as to be untraceable by inspection through the regular means of access established for inspection and maintenance.
 - d) The numbering information necessary to correlate all electrical energy consuming items (or outlets for same) to the panel or switchboard circuits from which they are supplied.
 - 3) The drawings shall be produced using AutoCad software. "As-built" information shall be submitted as follows:
 - a) CAD drawing files on 4 compact discs (CD's) in AutoCad format.
 - b) Four (4) copies of drawings.
 - 4) The quantity of design drawings which are made available shall in no way be interpreted as setting a limit to the number of drawings necessary to show the required "as-built" information.
 - 5) Progress prints of record drawings shall be submitted monthly during the construction period for the Engineer's approval.

E260100.5. N/A

E260100.6. DELIVERY, STORAGE AND HANDLING

- (A) Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

E260100.7. CODES, PERMITS AND INSPECTIONS

- (A) All work shall meet or exceed the latest requirements of the NEC, NY State, NY City, and other authorities exercising jurisdiction over electrical construction work and the project.
- (B) All required permits and inspection certificates shall be obtained, paid for, and made available at the completion of the work.
- (C) Any portion of the work which is not subject to the requirements of an electric code published by a specific authority having jurisdiction shall be governed by the National Electrical Code and other applicable sections of the National Fire Code, as published by the National Fire Protection Association.
- (D) Equipment, material, layout and installation provided as part of the electrical work shall conform to the requirements of the Department of Transportation and other agencies having jurisdiction. Include as part of the electrical work all required filings and submissions for approval. Equipment furnished separate from - but installed as part of - the electrical work, which does not have all necessary approvals, shall not be installed until approvals are obtained by the parties furnishing the equipment.
- (E) Installation procedures, methods and conditions shall comply with the latest requirements of the Federal Occupational Safety and Health Administration (OSHA).

E260100.8. ROUGH-IN

- (A) Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- (B) Refer to equipment specifications contained herein this Addendum for rough-in requirements.

E260100.9. ELECTRICAL INSTALLATIONS

- (A) General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:-
 - 1) Coordinate electrical systems, equipment, and materials installation with other building components.
 - 2) Verify all dimensions by field measurements.
 - 3) Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to backfill or finish.
 - 4) Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
 - 5) Install systems, materials, and equipment to conform with approved submittal data to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Engineer. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.

- 6) Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.

E260100.10. CUTTING AND PATCHING

- (A) General: Perform cutting and patching in accordance with the following requirements:
 1. Perform cutting, fitting, and patching of electrical equipment and materials required to:
 - a) Uncover Work to provide for installation of ill-timed Work.
 - b) Remove and replace defective Work.
 - c) Remove and replace Work not conforming to requirements of the Contract Documents.
 - d) Upon written instructions from the Engineer, uncover and restore Work - to provide for Engineer observation of concealed Work.
 2. Protection of Installed Work: During cutting and patching operations; protect adjacent installations.
 3. Patch finished surfaces and building components using new materials specified for the original installation and experienced installers.

E260100.11. MEASUREMENT AND PRICE TO COVER

No separate payments will be made for compliance with this Section. Any work required to comply with this section shall be deemed included in the unit price bid for all electrical items.

SECTION E260500
COMMON WORK RESULTS FOR ELECTRICAL
(NOT A BID ITEM)

E260500.1. INTENT

This Section includes the following

- 1) Electrical equipment coordination and installation.
- 2) Sleeves for raceways and cables.
- 3) Sleeve seals.
- 4) Grout.
- 5) Common electrical installation requirements.

E260500.2. RELATED WORK AND REQUIREMENTS

The following requirements are included in this Section to expand the requirements specified in the General Conditions of the NYCDOT Standard Highway Specifications.

E260500.3. DEFINITIONS

EPDM: Ethylene-propylene-diene terpolymer rubber.

E260500.4. SUBMITTALS

Product Data: For sleeve seals.

E260500.5. COORDINATION

- A) Coordinate arrangement, mounting, and support of electrical equipment:
 - 1) Coordinate with Transit Authority and Engineer to confirm fare machine location.
 - 2) Coordinate with Transit Authority and Engineer to confirm when electrical feeds are to be energized and de-energized.
 - 3) To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 4) To allow right of way for piping and conduit installed at required slope.
 - 5) So connecting raceways, cables, and wireways, will be clear of obstructions and of the working and access space of other equipment.
- B) Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, walls, and other structural components as they are constructed.

E260500.6. MATERIALS

A) SLEEVES FOR RACEWAYS AND CABLES

- 1) Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- 2) Sleeves for Rectangular Openings: Galvanized sheet steel. Minimum Metal Thickness:
 - a) For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b) For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

B) SLEEVE SEALS

- 1) Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - a) Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - i) Advance Products & Systems, Inc.
 - ii) Calpico, Inc.
 - iii) Metraflex Co.
 - iv) Pipeline Seal and Insulator, Inc.
 - b) Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - c) Pressure Plates: Stainless steel. Include two for each sealing element.
 - d) Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

C) GROUT

- 1) Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

E260500.7. METHODS

A) COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- 1) Comply with NECA 1-210 Standard Practice of Good Workmanship in Electrical Construction.
- 2) Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- 3) Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- 4) Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- 5) Right of Way: Give to piping systems installed at a required slope.

B) SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- 1) Electrical penetrations occur when raceways, cables, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- 2) Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- 3) Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- 4) Cut sleeves to length for mounting flush with both surfaces of walls.

- 5) Extend sleeves installed in floors 2 inches above finished floor level.
- 6) Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- 7) Seal space outside of sleeves with grout for penetrations of concrete and masonry
- 8) Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- 9) Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- 10) Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

C) SLEEVE-SEAL INSTALLATION

- 1) Install to seal exterior wall penetrations.
- 2) Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

E260500.8. MEASUREMENT AND PAYMENT

No separate payments will be made for this work. Any work completed under this section shall be deemed included in the unit price bid for all electrical items.

SECTION E260519
LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
(NOT A BID ITEM)

E260519.1. INTENT

This Section includes the following:

- 1) Building wires and cables rated 600 V and less.
- 2) Connectors, splices, and terminations rated 600 V and less.
- 3) Sleeves and sleeve seals for cables.

E260519.2. RELATED WORK AND REQUIREMENTS

The following requirements are included in this Section to expand the requirements specified in the General Conditions of the NYCDOT Standard Highway Specifications.

E260519.3. DEFINITIONS

XLPE: Cross-Linked Polyethylene

EPDM: Ethylene-propylene-diene terpolymer rubber.

E260519.4. SUBMITTALS

- A) Product Data: For each type of product indicated.
- B) Qualification Data: For testing agency.
- C) Field quality-control test reports.

E260519.5. QUALITY CONTROL

- (a) Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association (NETA) or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association (NETA) or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Subsection E260519.8.G).

- (b) Electrical Components, Devices, and Accessories: Listed and labeled as defined in (National Fire Protection Association) NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- (c) Comply with NFPA 70.

E260519.6. COORDINATION

- A) Set sleeves and conduit in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

E260519.7. MATERIALS**A) CONDUCTORS AND CABLES**

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
Alcan Products Corporation; Alcan Cable Division.
American Insulated Wire Corp.; a Leviton Company.
General Cable Corporation.
Senator Wire & Cable Company.
Southwire Company.
or approved equivalent.

Copper Conductors: Comply with NEMA WC 70.

Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN and RHH/RHW-2/USE-2-XLPE.

B) CONNECTORS AND SPLICES

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a) AFC Cable Systems, Inc.
 - b) Hubbell Power Systems, Inc.
 - c) O-Z/Gedney; EGS Electrical Group LLC.
 - d) 3M; Electrical Products Division.
 - e) Tyco Electronics Corp.
 - f) or approved equivalent.
2. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

C) SLEEVES FOR CABLES

- 1) Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- 2) Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- 3) Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3 or 3.5-mm) thickness as indicated and of length to suit application.

D) SLEEVE SEALS

- 1) Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a) Advance Products & Systems, Inc.
 - b) Calpico, Inc.
 - c) Metraflex Co.
 - d) Pipeline Seal and Insulator, Inc.
 - e) or approved equal.
- 2) Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.

- a) Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
- b) Pressure Plates: Stainless steel. Include two for each sealing element.
- c) Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

E260519.8. METHODS

A) CONDUCTOR MATERIAL APPLICATIONS

- 1) Feeders: Copper. Stranded for No. 8 AWG and larger.
- 2) Branch Circuits: Copper. Solid for No. 12 AWG and No. 12 AWG; stranded for No. 8 AWG and larger.

B) CONDUCTOR INSULATION APPLICATIONS AND WIRING METHODS

- 1) Service Entrance: Type THHN-THWN, single conductors in raceway.
- 2) Wiring for TA SBS Fare Machines to be RHH/RHW-2/USE-2 XLPE.
- 3) Concealed Feeders in Vaults: Type THHN-THWN, single conductors in raceway.
- 4) Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- 5) Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- 6) Class 1 Control Circuits: Type THHN-THWN, in raceway.
- 7) Class 2 Control Circuits: Type THHN-THWN, in raceway.

C) INSTALLATION OF CONDUCTORS AND CABLES

- 1) Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- 2) Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- 3) Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

D) CONNECTIONS

- 1) Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- 2) Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- 3) Wiring at Fare Machines: Install conductor at each machine, with at least 24 inches of slack or as directed by NYCTA.

E) SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- 1) Concrete Slabs: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- 2) Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- 3) Rectangular Sleeve Minimum Metal Thickness:
 - a) For sleeve rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b) For sleeve rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- 4) Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed.
- 5) Seal space outside of sleeves with grout for penetrations of concrete and masonry.
- 6) Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

F) SLEEVE-SEAL INSTALLATION

- 1) Install to seal underground exterior-wall penetrations.
- 2) Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

G) FIELD QUALITY CONTROL

- 1) Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports where applicable.
- 2) Tests and Inspections:
 - a) After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
 - i) Fare Machines
 - b) Perform each visual and mechanical inspection and electrical test stated in InterNational Electrical Testing Association (NETA) Acceptance Testing Specification. Certify compliance with test parameters.
- 3) Test Reports: Prepare a written report to record the following:
 - a) Test procedures used.
 - b) Test results that comply with requirements.
 - c) Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
 - d) Remove and replace malfunctioning units and retest as specified above.

E260519.9. MEASUREMENT AND PAYMENT

No separate payments will be made for this work. Any work completed with this section shall be deemed included in the unit price bid for all electrical items.

SECTION E260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
(NOT A BID ITEM)

E260526.1. INTENT

This Section includes methods and materials for grounding systems and equipment.

1. Underground distribution grounding.

E260526.2. RELATED WORK AND REQUIREMENTS

The following requirements are included in this Section to expand the requirements specified in the General Conditions of the NYCDOT Standard Highway Specifications.

E260526.3. SUBMITTALS

- A) Product Data: For each type of product indicated.
- B) Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in Subsection E260526.6.E) "FIELD QUALITY CONTROL" herein, including the following:
 - 1) Test wells.
 - 2) Ground rods.
 - 3) Ground rings.
 - 4) Grounding arrangements and connections for separately derived systems.
- C) Qualification Data: For testing agency and testing agency's field supervisor.

E260526.4. QUALITY CONTROL

- A) Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association (NETA) or is a Nationally Recognized Testing Laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1) Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association to supervise on-site testing specified in Subsection E260519.8G.
- B) Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C) Comply with UL 467 for grounding and bonding materials and equipment.
- D) Comply with New York City Electrical Code.

E260526.5. MATERIALS

- A) CONDUCTORS
 - 1) Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
 - 2) Bare Copper Conductors:

- a) Solid Conductors: ASTM B 3.
 - b) Stranded Conductors: ASTM B 8.
 - c) Tinned Conductors: ASTM B 33.
 - d) Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - e) Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - f) Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - g) Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- 3) Grounding Bus: Rectangular bars of annealed copper, 1/4 by 2 inches (6 by 50 mm) in cross section, unless otherwise indicated; with insulators.

B) CONNECTORS

- 1) Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- 2) Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
 - a) Pipe Connectors: Clamp type, sized for pipe.
- 3) Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C) GROUNDING ELECTRODES

- 1) Ground Rods: Copper-clad; 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

E260526.6. METHODS

A) APPLICATIONS

- 1) Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- 2) Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.
 - a) Bury at least 24 inches (600 mm) below grade.
- 3) Conductor Terminations and Connections:
 - a) Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - b) Underground Connections: Welded connectors, except at test wells and as otherwise indicated.
 - c) Connections to Ground Rods at Test Wells: Bolted connectors.

B) GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- 1) Comply with IEEE C2 grounding requirements.
- 2) Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole

through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout. Final grounding requirements for manholes/handholes shall be as required by Con Edison.

- 3) Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields as recommended by manufacturer of splicing and termination kits. Final grounding connections to manhole components shall be as required by Con Edison.

C) EQUIPMENT GROUNDING

- 1) Install insulated equipment grounding conductors with all feeders and branch circuits.
- 2) Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panel board grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

D) INSTALLATION

- 1) Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- 2) Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.
 - a) Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.
 - b) For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- 3) Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes shall be at least 12 inches (300 mm) deep, with cover.
 - a) Test Wells: Install at least one test well for each service, unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- 4) Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
 - a) Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.

- b) Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.
- c) Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

E) FIELD QUALITY CONTROL

- 1) Testing Agency: Engage a qualified testing and inspecting agency to perform the following field tests and inspections and prepare test reports:
 - a) After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - b) Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
 - i) Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - ii) Perform tests by fall-of-potential method according to (Institute of Electrical and Electronic Engineers) IEEE 81.
 - iii) Prepare dimensioned drawings locating each test well, ground rod and ground rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results.
- 2) Report measured ground resistances that exceed the following values:
 - a) Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
 - b) Manhole Grounds: 10 ohms.
- 3) Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

E260519.7. MEASUREMENT AND PAYMENT

No separate payments will be made for this work. Any work completed with this section shall be deemed included in the unit price bid for all electrical items.

SECTION E260553
CONDUIT FOR ELECTRICAL SYSTEMS
(NOT A BID ITEM)

E260553.1. DESCRIPTION. This specification section covers common conduit systems, boxes, and sleeves. Where other methods are specified under separate sections for specific applications, the specific application requirements shall govern.

E260553.2. MATERIALS

A) Conduit Type - Application (Use only conduit types listed)

1. Conduit - Rigid or Intermediate Grade Galvanized Threaded.

Applications:

- a. Exposed Outdoors.
- b. Poured concrete.

Restrictions - (Not to be used in):

- c. Direct buried in corrosive soils.
 - d. Corrosive atmospheres.
2. Conduit - Flexible Metal (Greenfield type), galvanized steel.
Application: as directed or approved by the Engineer
 3. Conduit sizes
 - a. Conduits shall be 1" minimum size or as directed.

B) Conduit Fittings

1. Fittings and workmanship shall assure electrical continuity. All conduit systems in poured concrete shall be concrete tight.
2. Application of bushings, locknuts and insulated fittings shall comply with NEC requirements.
3. Use conduit fittings as manufactured by Efcor, Steel City, Raco, Midwest, Appleton, ETP / O-Z / Gedney, Thomas & Betts, or an approved equivalent manufacturer, equivalent to the following catalog numbers:
 - a. Rigid conduit
 - (1) All fittings, couplings and connectors shall be threaded type.

- (1) Grounding bushings, malleable iron; insulated; Steel City BG-801; Midwest Series GLL.

b. Flexible conduit

- (1) Malleable iron, "squeeze" type, non-insulated; Midwest series 1708; Steel City XC-901; Appleton 7481V. (For lighting fixture whips only - all steel or die-cast screw-in connector; Midwest 771; Steel City XC-241; Appleton SGC-50DC).

C) Boxes

1. Junction boxes and pull boxes shall be code gauge galvanized steel, fully gasketed, with multiple screw fasteners and covers.
2. Outlet boxes all steel construction with galvanized or plated finish or otherwise all metal, by Steel City, Appleton, Crouse Hinds, R&S, Raco, or other equivalent approved manufacturer.
3. Provide watertight boxes, slip expansions and bonding jumpers where dictated by construction conditions.
4. Terminations at boxes shall be secured by locknuts or approved bushings.

D) Sleeves and Openings

1. Sleeves and formed openings shall be placed in walls, partitions, floor slabs, and poured concrete roof decks for the passage of conduit, cable, wireway, and cable tray. Sleeves and formed openings are not required:
 - a. In floor slabs on grade.
 - b. Where conduit is installed before the slab is constructed.
 - c. Openings are cut for conduit passage and patched with equivalent or comparable material to close the space around the conduit.
 - d. In core drilled openings in solid concrete not requiring water protection. Sleeves are required, however, at core drilling thru hollow pre-cast slabs and concrete block walls, to facilitate containment of required firestopping material.
2. Sleeves for passage of conduit and cables shall be schedule 40 black steel pipe or galvanized rigid conduit. Rectangular sleeves for cables, wireway and cable tray shall be 18 gauge galvanized steel in poured concrete floors, walls and roof decks; 26 gauge galvanized sheet steel in other than poured concrete.
3. Sleeves shall be sized to afford 0.25" to 0.75" clearance space.

- E) Escutcheon plates shall be split-ring chromium plated pressed steel. Plates shall be sized to cover the surface penetration and sleeve. Plates shall be

installed on exposed piping in finished rooms and areas where conduits penetrate walls, floors, ceilings or overhead structure.

E260553.3. INSTALLATION

- A) Conduit shall be run concealed in all finished areas of new construction and elsewhere unless specifically indicated or upon specific written permission by the Engineer.
- B) Where permitted in concrete slabs, limit conduit size to 1" maximum. Place metallic conduits above vapor barrier when slab is on grade. Where feeders are permitted to be run below floor slab on grade, they shall be installed in non-metallic conduit encased in 3" concrete using galvanized rigid steel elbows. The 90-degree elbow and stub-up shall be galvanized rigid steel.
- C) Conduit crossing building expansion joints shall have expansion provisions with grounding continuity; use special expansion fittings or other National Electrical Code (NEC) approved method.
- D) Work shall be so planned as to:
 - 1. Minimize the number of offsets and junction boxes. For feeder conduits, use all long radius conduit bends or accessibly located large junction boxes with screw covers.
 - 2. Running conduits promiscuously at various levels and directions will not be acceptable.
 - 3. Coordinate activity in advance to avoid interference with other trades.
 - 4. Provide access to all junctions and pull boxes.
- E) Secure feeder conduit to basic structural elements with galvanized straphangers and clamps; use of trapeze type hangers is encouraged for multiple conduits where space will permit. Galvanized metal clamps and screws may be used for attaching and supporting branch circuit conduit. Non-metallic fasteners shall not be used except plastic inserts may be used in concrete for small conduits. Vertical conduits shall be supported at each floor by clamps.
- F) During construction temporarily cap open ends of conduit. Caution trades to take special care of runs in concrete slabs during pouring.
- G) Empty conduit installed for communications use or for future systems shall have an insulated pull wire or heavy nylon cord inserted for use in pulling wires.
- H) Pull mandrel or large swab thru conduit to assure freedom from debris before pulling wires. Use pulling lubricants sparingly.
- I) Conduits, wire and cables entering from outside the building shall be sealed water and moisture tight. Seal between conduit and sleeves, conduits and core-drilled holes and around conductors inside conduits. Provide cast iron pipe or schedule 40 galvanized steel conduit sleeves in exterior walls below grade, with intermediate wall stop and anchor collar set in place before concrete pouring.

Sleeve shall be a part of the sealing assembly. When the wall opening is core drilled the wall sleeve may be omitted. A mechanically compressed rubber sealing assembly equivalent to Thunderline Corp. "Link-Seal" shall be placed in the annular space between conduit and sleeve or core drilling.

- J) Contractor shall record carefully on a set of "as built" prints the exact location of all feeder conduits.
- K) Unless noted otherwise on the drawings, a maximum of 8 conductors shall be installed in a branch circuit conduit. This maximum is a count of all phase and neutral conductors only - ground conductors are not counted when determining maximum fill for this purpose.

E260553.4. MEASUREMENT AND PAYMENT

No separate payments will be made for this work. Any work completed with this section shall be deemed included in the unit price bid for all electrical items.

SECTION E262400
TEMPORARY FARE MACHINE HOOK UPS

E262400.1 DESCRIPTION. Under this section, the Contractor shall be required to furnish and install conduits, poles, concrete foundations, anchor bolts, overhead and below grade wiring as detailed on the plans or as directed by the Engineer in support of installing Transit fare machines at designated temporary Select Bus Service (SBS) bus stop locations. The Contractor shall also coordinate with NYC Transit personnel, who install the fare machines, to assist in energizing or de-energizing the power supply.

The contractor shall also remove all previously installed temporary facilities upon completing the permanent fare machine installations at the final bus stops locations and then restore sidewalks and existing lighting systems at the temporary locations as detailed on the plans or as directed by the Engineer.

B) Related Sections: The following sections contain the scope of work that relate to this section:

- 1) Section E260100, Basic Electrical Requirements
- 2) Section E260500, Common Work Results for Electrical

E262400.2 MATERIALS. All materials, except as noted, shall comply with the standards and material specifications of the New York City Department of Transportation Street Lighting.

Conduit and related components shall comply with Section E260533 "Conduits for Electrical Systems", herein.

Conductors, cables and associated connectors and splices shall comply with Section E260519 "Low-Voltage Electrical Power Conductors and Cables", herein.

Temporary Posts shall be either steel or aluminum. Used poles may be accepted if approved by the Engineer.

Concrete for footings shall be Class B-32, Type IIA; cement - Type II Portland; sand - Type 1A; coarse aggregate Type 1, Grade B, or Type 2, Size No. 57; and an approved air-entraining agent shall be added at the time that concrete is mixed. Concrete, cement and aggregate shall comply with the requirements of Section 3.05.

Concrete Sidewalk shall be Class B-32, Type IIA, in accordance with the requirements for concrete under Section 4.13, and pigmented where indicated and where required to match adjoining sidewalk.

E262400.3 METHODS.

1. The contractor shall provide at least a 20 day advance notice prior to mobilizing and closing an existing SBS bus stop. The contractor shall be responsible in coordinating the construction of the temporary fare machine locations i.e. street lighting,

2. The contractor shall confirm the temporary machine locations with the Engineer and install traffic control measures to protect the work zone. The Contractor shall cut a neat hole in the sidewalk and excavate to the required depth, then place the concrete and install the temporary conduits and pole. The exposed surface shall be troweled to a

neat, smooth finish, sloped to provide drainage away from the pole and conduit stub ups.

The Contractor shall dispose of all unused fill and other materials, leaving the site in a clean and neat condition to the satisfaction of the Engineer.

3. Once the temporary pole is set and approved by the Engineer, the contractor shall install the overhead messenger wire and #8 conductors from an approved existing street light. Existing trees between poles may require pruning. The contractor shall assure that the temporary pole height allows for proper overhead wire clearances between the supply and temporary pole.

4. The contractor shall cover and protect conduit stub ups and cables until NYC Transit installs the fare machines.

5. On an agreed upon work period (one 8 hour shift) with NYC Transit, the contractor shall de-energize the existing fare machines at the existing bus stop and energize the fare machines at the temporary bus stop locations in order for NYC Transit to relocate the existing fares machines from the existing bus stop to the temporary bus stop location.

6. Following two full days of operation, the contractor shall test for stray currents at the temporary bus stop location and provide documentation to the Engineer.

7. Once the new bus bulb is completed and ready for bus service as approved by the Engineer, the contractor shall de-energize the existing fare machines at the temporary bus stop and energize the fare machines at the new bus stop location in order for NYS Transit to relocate the existing fares machines from the temporary to the new bus stop location.

8. Once the temporary fare machines have been removed the contractor shall remove the overhead cables, temporary pole, conduits and restore the concrete sidewalk (2 - 5' x 5' flags) including wire or splice connections and the street light as directed by the Engineer.

9. In lieu of cast-in place, the contractor may consider using a precast concrete foundation which can be reused at other temporary fare machine locations.

E262400.4 MEASUREMENT. The quantity of Installing Temporary Fare Machine Hook Ups to be measured for payment shall be the actual number of each temporary bus stop location where temporary fare machine hook-ups are satisfactorily installed. The quantity shall be limited to one per each existing bus stop location regardless if the contractor requests to relocate a previously installed temporary bus to facilitate his construction.

The quantity of Removing Temporary Fare Machine Hook Ups to be measured for payment shall be the actual number of each temporary bus stop location having fare machine hook-ups satisfactorily removed and site restored following final installation of the fare machines at the permanent bus stop location.

E262400.5 PRICES TO COVER. The price bid for Installing Temporary Fare Machine Hook Ups shall be a unit price per each temporary bus stop location, and shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install the temporary fare machine hook ups, conduit, overhead wiring, posts, concrete, etc, including excavation, backfilling, concrete footings, poles, wiring; furnish stray

current testing, energizing and de-energizing installed the fare machines as may be required; complete in place and completing the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The price bid for Removing Temporary Fare Machine Hook Ups shall be a unit price per each temporary bus stop location, and shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to demolish and remove the temporary fare machine hook ups, conduit, overhead and below grade wiring , posts, concrete, etc., including excavation, backfilling, restoration of concrete sidewalk, energizing and de-energizing installed the fare machines, as may be required; and completing the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E262400 A	INSTALLING TEMPORARY FARE MACHINE HOOK UPS	EACH
E262400 AR	REMOVING TEMPORARY FARE MACHINE HOOK UPS	EACH

SECTION T-60000B

Cable spec. for 120 volt power supply

Cable Name

This cable shall be called 2c-10 B (breakdown 2c-10 B= 2 number 10awg conductors with a third wire for grounding.)

Intended use

This cable is to be used for 120 volt power systems in NYC.

The cable shall be rated for 600 Volts and have a polyethylene -insulated, jacketed cable for use in under ground conduit or for aerial use(must have strain relief's built in for aerial use without a messenger cable). The outer jacket shall be a black in color and be UV resistant and made to endure extreme outdoor usage unprotected without deterioration of insulation or outer jacket fading. This cable shall be rated for direct burial with out conduit covering or other protection.

Construction

The conductors shall be round annealed copper conforming to ASTM designation b-3.

This cable shall be a 3 conductor type with two number ten AWG wire size conductors one white solid wire and one black solid wire with the third conductor number 8 AWG bare stranded wire.

Insulation

The insulation shall be a heat-stabilized polyethylene conforming to the requirements of ASTM designation D 1248 for type 1 category 5 grade E4 materials .this insulation shall be concentrically applied about the conductor .This installation shall meet the following requirements when tested in accordance with the procedures of ASTM designation D 2633 and D 1351.

This cable shall meet all other requirements as listed in the NYC DOT traffic specifications 3/95

Payment will be made under:

Item No.	Item	Pay Unit
T-60000B	FURNISH 2 c #10B (BREAKDOWN=2#10 WITH 3 RD WIRE FOR GROUNDING)	L.F.

4. SPECIAL PROVISIONS

The following shall become a part of and apply to the Contract:

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall 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 shall 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 Contract Drawings, 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 shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers are not required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

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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>

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.

D. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) 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 shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below 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 shall 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 Permitter 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 shall 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 shall 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, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor 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 Permittor is required if Permittee'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 Scheule "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 shall be required as specified in Schedule "A".
- (E) Environmental/Pollution Exposures

In the event environmental or pollution exposures exist, the

Permittee shall require the environmental contractor or subcontractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall 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 shall 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 shall deliver evidence of such policies.
- b) Except for Workers Compensation, all references to forms and coverages referred to above shall 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 shall furnish evidence of all policies before any work is started to the permittor:

A.

B. For NYCT Contract Inspection

C. C/O Mr. John Malvasio

D. Director, MOW Engineering

E. 130 Livingston Street, Room 8044F

F. Brooklyn, NY 11201

G. Telephone: (718) 694-1358

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 shall 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 shall 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 shall 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 shall 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 shall not exceed \$100,000, unless such increased deductible or retention is approved by Permittor/MTA. The Permittee shall 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 shall 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 shall 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 shall have the options to: (1) 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.

E. VEHICLES. The Contractor shall be required to furnish one (1) vehicle to be used by Department of Design and Construction (DDC) personnel as assigned by the Deputy Commissioner of the Department, during the life of the Contract. No direct payment will be made for the vehicle, or associated costs. All costs shall be deemed to be included in all scheduled items.

The Contracted vehicle shall be a new small SUV hybrid vehicle as approved by DDC's Director of Fleet Administration; and shall be equipped with a standard equipment package, and meet the following minimum specification:

1. Engine: Manufacturer's Standard 4 cylinder.
2. Transmission: Automatic.
3. Drive: Manufacturer's Standard 4 wheel drive.
4. Steering: Power.
5. Air Conditioning.
6. Body: 4 Doors.
7. Color: Manufacturer's Standard White.
8. Mirror: Left and Right.
9. Radio: AM/FM.
10. Electric Rear Defogger.
11. Brakes: Anti-Lock.
12. Air Bag: Dual
13. Anti-theft device (optional).
14. Power Windows and Locks.
15. Two sets of keys.
16. GPS navigation.
17. Hands-free telecommunication technology.
18. Fire Extinguisher.
19. First Aid Kit.
20. Any additional equipment will not be accepted by DDC.

The Contractor shall provide fuel, oil, proper maintenance, tires and replacement parts, to keep the vehicle in a safe operating condition, and shall undertake all repairs, including repairs arising from vandalism, accidents, or other damages. A Gas Company Card shall be furnished with each vehicle for fueling purposes. In the event that any vehicle requires maintenance or repairs which cannot be completed the same day, a comparable replacement vehicle shall be provided while the vehicle is out of service. If the vehicle is lost or stolen, the Contractor shall replace the vehicle within 5 business days with a comparable vehicle.

The vehicle shall be provided for the entire duration of this

Contract, and shall be returned to the Contractor within thirty days after final acceptance of work or twelve months after substantial completion, whichever comes first. Contractor owned/leased vehicle provided pursuant to this Contract shall remain the property of the Contractor/ Leaser throughout the Contract period; shall be registered in the City's name. If leased vehicle is provided, the Contractor shall obtain from the leasing company the necessary documents allowing the vehicle to be registered as an official City of New York vehicle. The Contractor shall provide insurance for vehicle as set forth in Schedule A.

Within five (5) business days of receipt of notice to provide specified vehicle, the Contractor shall make the vehicle available for inspection by Fleet Administration. Upon determination by Fleet Administration that the vehicle satisfies requirements, the Contractor shall make arrangements through DDC's Fleet Administration for delivery to the DDC. The Contractor shall submit to Fleet Administration a signed MV-82 Part 10 authorizing registration in the City's name together with, in the case of a previously unregistered vehicle, the manufacturer's certification of origin or, in the case of a currently registered vehicle, a copy of the title.

All required transmittals to Fleet Administration shall be made as follows:

Agency Fleet Administrator
NYC Department of Design and Construction
30 - 30 Thomson Avenue, 4th Floor
Long Island City, New York 11101
Telephone No.: (718) 391-1852

When the vehicle is no longer required under this contract, as described above, it shall be de-registered by the City and promptly returned to the Contractor.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

G. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Highway 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.

H. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

I. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall 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 shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

J. UNDER-SIDEWALK VAULTS. The Contractor is hereby advised that under-sidewalk vaults may be present in both sidewalk and roadway areas within the project limits. Where Contractor claims any locations cannot be completed because of vaults, he should indicate by which method he has determined vault interference and provide that information to the Engineer.

Prior to any sidewalk excavation, the Contractor shall be responsible to verify the existence of under-sidewalk vaults. The Contractor shall perform visual sidewalk reconnaissance; search for and examine record drawings; gain access to cellars and obtain measurements within vaults; and perform sub-surface radar examination or use other non-destructive methods to locate possible vault structures. Where these above methods of verification are not available to the Contractor, he/she shall then be required to locate the vault envelopes and their roof depth below finished sidewalk grade

by drilling holes (at no direct payment), or by Test Pits, under Item No. 9.00 C, as directed by the Engineer.

The Contractor shall be liable for any damage to the under-sidewalk building vaults and/or its contents and/or occupants due to his failure to verify the pre-existing vault condition.

Vault records may be available from the following (or other) sources:

- A- NEW YORK CITY DEPARTMENT OF BUILDINGS
- B- MS. PENNY A JACKSON
FOIL / RECORDS ACCESS
OFFICE OF LITIGATION SERVICES AND RECORDS MANAGEMENT
NYC DEPARTMENT OF TRANSPORTATION
55 WATER STREET, 6TH FLOOR
NEW YORK, NY 10041
- C- NEW YORK CITY DEPARTMENT OF FINANCE

Where vault roofs are determined to interfere with construction of standard pedestrian ramps, the Engineer's may approve for construction of, or installation of, non-standard pedestrian ramps, which may include relocation of ramps and/or partial roadway ramps.

An overall field sketch of each corner suspected of having a vault, along with at least one photograph (3" x 3" minimum) of each location, and the results of his/her investigation shall be furnished by the Contractor to the Engineer for review at least ten (10) working days prior to start of work at that respective corner. Said photographs shall be in addition to those required under Item 6.43. Each field sketch shall show measurements of affected areas of vaults, the building line as a reference guide which can be employed to indicate the vault envelope in the sidewalk, the boundaries of the underground structures, curb reveals, and location of proposed pedestrian ramps. No additional payment is to be made for this overall sketch.

Any vault structures punctured by the Contractor's operations shall be repaired by the Contractor to match the existing structure. Said hole in vault structures shall be temporarily repaired with an approved epoxy mortar, or securely steel plated if permanent repairs are not completed prior to the end of that same working day. No holes in vault roofs shall be left unattended at any time.

The Contractor shall also be responsible to replace damaged water proofing directly over vault roofs at his own expense.

K. 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.

L. PRIVATE UTILITY HARDWARE ADJUSTMENTS will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

M. RESTRICTED WORKING HOURS. Construction activities shall be restricted to the work schedules specified in the Traffic Stipulations provided at the end of these Special Provisions. Prior to undertaking any construction activities near the schools, work shall be scheduled in consultation with the school authorities and with the approval of the Engineer. No extension of time will be granted to the Contractor for completion of this contract due to restricted working hours.

N. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

O. THE CONTRACTOR IS NOTIFIED that for use of City water under this project the Contractor shall be required to obtain all necessary permits from the Department of Environmental Protection, at no cost to the Contractor in accordance with the NYC Department of Environmental Protection, STANDARD WATER MAIN SPECIFICATIONS, dated August 1, 2009, Section 1.08.4 "TEMPORARY USE OF CITY WATER ON CONSTRUCTION PROJECTS" and/or the STANDARD SEWER SPECIFICATIONS, dated August 1, 2009, Section 1.08.4 "TEMPORARY USE OF CITY WATER ON CONSTRUCTION PROJECTS."

P. THE CONTRACTOR IS NOTIFIED that wherever the Item No. "6.52" and words "flagger" and "flagperson" are used in the Contract Documents and Drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard".

Q. 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.

R. START OF CONTRACT WORK. The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.

S. 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.



Department of Transportation

POLLY TROTTENBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

February 14, 2014

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3 - INCLUDING RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA; SAFE ROUTES TO SCHOOLS (P.S. 59, WILLIAM FLOYD SCHOOL; P.S. 375 JACKIE ROBINSON SCHOOL; ARISTA PREP SCHOOL AND CHOLEI TORAH SCHOOL, AND NOSTRAND AVENUE WAYFINDING

LOCATION(S): VARIOUS LOCATIONS IN BROOKLYN (SEE BELOW)

PERMISSION IS HEREBY GRANTED TO THE NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(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 AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** -- IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
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 718-894-8451.
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 ADJUTING PROPERTIES** -- THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ADJUTING 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
 30-30 Thomson Avenue -- 2nd Floor South
 Long Island City, NY 11101
 T: 212.839.9821 F: 718.391.3631
www.nyc.gov/dot

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 2 of 16

A. SPECIAL STIPULATIONS (CONTINUED)

11. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITEE 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 PERMITEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ADJUTING 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_cpil_directions.pdf
14. **ENHANCED MITIGATIONS**
 - o **NYPD TRAFFIC AGENTS** ARE REQUIRED FOR THE RECONSTRUCTION OF THE WILLIAMSBURG BRIDGE PLAZA PORTION OF THIS CONTRACT: 4 POSIS PLUS RELIEF MONDAY TO FRIDAY ON POST FROM 7:00AM TO 7:00PM, AND SATURDAY AND SUNDAY ON POST FROM 10:00AM TO 4:00PM. 4 ADDITIONAL NYPD TRAFFIC AGENTS (TOTAL OF 8) ARE REQUIRED WHEN DETOURS DURING FULL DEPTH CONCRETE ROADWAY RESTORATION WORK IS OCCURRING.
 - o **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO INSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
 - o **VARIABLE MESSAGE SIGNS (VMS)** SHALL BE PROVIDED FOR THIS PROJECT. THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NYCDOT AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
 - o **"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.
 - o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

1. RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

a. BROADWAY BETWEEN DRIGGS AVENUE AND ROEBLING STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic [one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.
- Access from the Williamsburg Bridge shall be maintained at all times.

II. SIDEWALK AND CURB WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic [one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.
- Access from the Williamsburg Bridge shall be maintained at all times.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 3 of 18

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

III. ROADWAY RESTORATION (OVERLAY) WORK

- Work hours shall be as follows: 9:00PM to 6:00AM Nightly
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction). After work hours, the Permittee shall restore the roadway to its full width.
- Access from the Williamsburg Bridge shall be maintained at all times.

b. BROADWAY BETWEEN ROEBLING STREET AND SOUTH 8TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. SIDEWALK AND CURB WORK

- The Permittee shall work in only one sidewalk (north or south side) at a time.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- While working on the south sidewalk/curb during work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access. After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.
- While working on the north sidewalk/curb during working hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction). The Permittee shall fully close the north sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk. Signs must be posted at work zones as well as both intersections of the affected sidewalk.

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- A total of eight (8) NYPD Traffic Enforcement Agents (TEAs) are required during this phase of work.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall convert Broadway to one-way eastbound. The Permittee shall work in one half of the width of the roadway at a time, while maintaining a minimum of one (1) 12-foot lane for eastbound traffic. Westbound traffic shall be detoured via Broadway, Marcy Avenue, Division Avenue and Roebling Street.
- The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

c. BROADWAY BETWEEN SOUTH 8TH STREET AND HAVEMEYER STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 4 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

II. SIDEWALK AND CURB WORK

- The Permittee shall work in only one sidewalk (north or south side) at a time.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- While working on the south sidewalk/curb during work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access. After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.
- While working on the north sidewalk/curb during working hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction). The Permittee shall fully close the north sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk. Signs must be posted at work zones as well as both intersections of the affected sidewalk.

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- A total of eight (8) NYPD Traffic Enforcement Agents (TEAs) are required during this phase of work.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall convert Broadway to one-way eastbound. The Permittee shall work in one half of the width of the roadway at a time, while maintaining a minimum of one (1) 12-foot lane for eastbound traffic. Westbound traffic shall be detoured via Broadway, Marcy Avenue, Division Avenue and Kaebling Street. NOTE: No work impacting on travel lanes shall occur along the detour route(s) while the detour is in effect.
- The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

d. BROADWAY BETWEEN HAVEMEYER STREET AND MARCY AVENUE

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

e. HAVEMEYER STREET BETWEEN SOUTH 9TH STREET AND BROADWAY

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 12-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. SIDEWALK AND CURB WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 12-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access. After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.

III. ROADWAY RESTORATION (OVERLAY) WORK

- Work hours shall be as follows: 9:00PM to 6:00AM Nightly
- During work hours, the Permittee shall maintain a minimum of one (1) 12-foot lane for traffic. After work hours, the Permittee shall restore the roadway to its full width.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 5 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

7. HAVEMEYER STREET BETWEEN BROADWAY AND SOUTH 5TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 12-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.
- The Permittee shall coordinate with the existing bus terminal operations to ensure that access to/from the terminal is maintained at all times.

II. SIDEWALK AND CURB WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall maintain a minimum of one (1) 12-foot lane for traffic at all times.
- The Permittee shall fully close the west sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk. Signs must be posted at work zones as well as both intersections of the affected sidewalk.
- The Permittee shall coordinate with the existing bus terminal operations to ensure that access to/from the terminal is maintained at all times.

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall maintain a minimum of one (1) 12-foot lane for traffic at all times.
- The Permittee shall coordinate with the existing bus terminal operations to ensure that access to/from the terminal is maintained at all times.

9. HAVEMEYER STREET BETWEEN SOUTH 5TH STREET AND SOUTH 4TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access. Access to the left turn at South 4th Street shall be maintained at all times.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. SIDEWALK AND CURB WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic, while maintaining a minimum 5-foot clear sidewalk for pedestrian access at all times. After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.

III. ROADWAY RESTORATION (OVERLAY) WORK

- Work hours shall be as follows: 9:00PM to 6:00AM Nightly
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic. After work hours, the Permittee shall restore the roadway to its full width.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 6 of 16

E. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

h. SOUTH 5TH STREET BETWEEN WILLIAMSBURG BRIDGE AND HAVEMEYER STREET

I. UTILITY WORK

- Work hours shall be as follows: 11:00PM to 5:00AM Monday to Friday
2:00AM to 8:00PM Saturday
2:00AM to 9:00AM Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic.
- After work hours, the Permittee shall restore the full width of the roadway to traffic.

II. SIDEWALK AND CURB WORK

- The Permittee shall work in only one side (north or south) at a time.
- Work hours shall be as follows: 11:00PM to 5:00AM Monday to Friday
2:00AM to 8:00PM Saturday
2:00AM to 9:00AM Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic. After work hours, the Permittee shall restore all travel lanes to traffic.

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 11:00PM to 5:00AM Monday to Friday
2:00AM to 8:00PM Saturday
2:00AM to 9:00AM Sunday
- The Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic at all times.

I. SOUTH 5TH STREET BETWEEN HAVEMEYER STREET AND MARCY AVENUE

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 12-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. ROADWAY RESTORATION (OVERLAY) WORK

- Work hours shall be as follows: 9:00PM to 6:00AM Nightly
- During work hours, the Permittee shall maintain a minimum of one (1) 12-foot lane for traffic. After work hours, the Permittee shall restore the roadway to its full width.

J. ROEBLING STREET BETWEEN DIVISION AVENUE AND SOUTH 9TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access).
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

k. ROEBLING STREET BETWEEN SOUTH 9TH STREET AND SOUTH 8TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access).
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 7 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

II. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction) at all times.

I. ROEBLING STREET BETWEEN SOUTH 8TH STREET AND BROADWAY

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. SIDEWALK AND CURB WORK

- The Permittee shall work in only one sidewalk (east or west side) at a time.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction, while maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE/OVERLAY) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction) at all times.

m. ROEBLING STREET BETWEEN BROADWAY AND WILLIAMSBURG BRIDGE/SOUTH 5TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) lane for one-way streets and a minimum of two (2) lanes for traffic (one (1) 11-foot lane for traffic in each direction) on two-way streets, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. SIDEWALK AND CURB WORK

- The Permittee shall work in only one sidewalk (east or west side) at a time.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) lane for one-way streets and a minimum of two (2) lanes for traffic (one (1) 11-foot lane for traffic in each direction) on two-way streets, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- The Permittee shall fully close the sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk. Signs must be posted at work zones as well as both intersections of the affected sidewalk.

OCCM FILE NO: INEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 8 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall maintain a minimum of one (1) lane for one-way streets and a minimum of two (2) lanes for traffic (one (1) 11-foot lane for traffic in each direction) on two-way streets, while fully closing one sidewalk at a time.

II. ROEBLING STREET BETWEEN WILLIAMSBURG BRIDGE/SOUTH 5TH STREET AND SOUTH 4TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 11:00PM to 5:00AM Monday to Friday
2:00AM to 8:00PM Saturday
2:00AM to 9:00AM Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

III. SOUTH 8TH STREET BETWEEN DRIGGS AVENUE AND ROEBLING STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. SIDEWALK AND CURB WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic, while maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall maintain a minimum of one (1) 11-foot lane for traffic at all times.

P. SOUTH 8TH STREET BETWEEN ROEBLING STREET AND BROADWAY

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. SIDEWALK AND CURB WORK

- The Permittee shall work in only one sidewalk (north or south side) at a time.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic, while maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore all travel lanes to traffic, while continuing to maintain a minimum 5-foot clear path on the sidewalk for pedestrian access.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 9 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

III. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall fully close the roadway, while detouring traffic via Roebling Street and Broadway, or Roebling Street, South 9th Street and Havermeyer Street. NOTE: No work impacting on travel lanes shall occur along the detour routes) while the detour is in effect.
 - The Permittee shall notify in writing by letter Police, Fire, EMS Community Board and all property owners on the affected street segment a minimum of seven (7) calendar days prior to closure. When applicable, NYCT and/or private bus companies must also be notified.

q. SOUTH 9th STREET BETWEEN DRIGGS AVENUE AND ROEBLING STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic, while also maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.
- After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

r. INTERSECTION OF ROEBLING STREET AND DIVISION AVENUE

s. INTERSECTION OF ROEBLING STREET AND SOUTH 9th STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain one (1) lane for traffic on one-way streets, and two (2) lanes for traffic on two-way streets (one (1) lane for traffic in each direction). After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

t. INTERSECTION OF ROEBLING STREET AND SOUTH 6th STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain one (1) lane for traffic on one-way streets, and two (2) lanes for traffic on two-way streets (one (1) lane for traffic in each direction). After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall maintain one (1) lane for traffic on one-way streets, and two (2) lanes for traffic on two-way streets (one (1) lane for traffic in each direction) at all times.

u. INTERSECTION OF ROEBLING STREET AND BROADWAY

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain one (1) lane for traffic on one-way streets, and two (2) lanes for traffic on two-way streets (one (1) lane for traffic in each direction). After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.
- The Permittee shall coordinate with the existing bus terminal operations to ensure that access to/from the terminal is maintained at all times.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 10 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

II. ROADWAY RESTORATION (OVERLAY) WORK

- Work hours shall be as follows: 9:00PM to 6:00AM Nightly
- During working hours, the Permittee shall maintain one (1) lane for traffic on one-way streets, and two (2) lanes for traffic on two-way streets (one (1) lane for traffic in each direction). After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.
- The Permittee shall coordinate with the existing bus terminal operations to ensure that access to/from the terminal is maintained at all times.

V. INTERSECTION OF BROADWAY AND SOUTH 8TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain one (1) lane for traffic on one-way streets, and two (2) lanes for traffic on two-way streets (one (1) lane for traffic in each direction). After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall convert Broadway to one-way eastbound. The Permittee shall work in one half of the width of Broadway at a time, while maintaining a minimum of one (1) 12-foot lane for eastbound traffic. Westbound traffic shall be detoured via Broadway, Marcy Avenue, Division Avenue and Roebling Street. NOTE: No work impacting on travel lanes shall occur along the detour route(s) while the detour is in effect.
- The Permittee shall maintain a minimum of one (1) 11-foot lane for traffic on South 8th Street.

VI. INTERSECTION OF BROADWAY AND HAVEMEYER STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain one (1) lane for traffic on one-way streets, and two (2) lanes for traffic on two-way streets (one (1) lane for traffic in each direction). After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

II. ROADWAY RESTORATION (FULL DEPTH CONCRETE) WORK

- A total of eight (8) NYPD Traffic Enforcement Agents (TEAs) are required during this phase of work.
- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- The Permittee shall convert Broadway to one-way eastbound approaching the intersection. The Permittee shall work in one half of the width of Broadway at a time, while maintaining a minimum of one (1) 12-foot lane for eastbound traffic approaching the intersection. Westbound traffic shall be detoured via Broadway, Marcy Avenue, Division Avenue and Roebling Street. NOTE: No work impacting on travel lanes shall occur along the detour route(s) while the detour is in effect.
- The Permittee shall maintain a minimum of one (1) 12-foot lane for traffic on Havemeyer Street.

X. INTERSECTION OF HAVEMEYER STREET AND SOUTH 5TH STREET

I. UTILITY WORK

- Work hours shall be as follows: 7:00AM to 4:00PM Monday to Friday
8:00AM to 6:00PM Saturday and Sunday
- During work hours, the Permittee shall maintain two (2) 11-foot lanes for traffic on Havemeyer Street, and one (1) 12-foot lane for traffic on South 5th Street. After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 11 of 14

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

II. ROADWAY RESTORATION (OVERLAY) WORK

- Work hours shall be as follows: 9:00PM to 6:00AM Nightly
- During work hours, the Permittee shall maintain two (2) 11-foot lanes for traffic on Havemeyer Street, and one (1) 12-foot lane for traffic on South 5th Street. After work hours, the Permittee shall restore the full width of the roadway and sidewalk to traffic.

Y. WILLIAMSBURG BRIDGE APPROACH UTILITY WORK

- No lane closures shall occur on the Williamsburg Bridge or approach without contacting NYC DOT East River Bridges to ensure there are no lane closure conflicts.
- All work shall be coordinated with the upcoming NYS DOT Brooklyn-Queens Expressway Marcy Avenue Approach Ramp project.
- Work hours shall be as follows:
 - 11:00PM to 5:00AM Monday to Friday
 - 2:00AM to 8:00PM Saturday
 - 2:00AM to 9:00AM Sunday
- During working hours, while working on the eastbound (south) side of the Williamsburg Bridge approach, in accordance with Maintenance and Protection of Traffic (MPT) plan labeled MPT6, "STEP 1":
 - The Permittee shall maintain a minimum of two (2) lanes for traffic on the Williamsburg Bridge approaching the exit to Broadway.
 - The Permittee shall maintain a minimum of one (1) lane for traffic at the work zone (South 5th Street exit), while fully closing the South 5th Street exit to traffic. Traffic wishing to exit at South 5th Street shall be detoured via the exit at Broadway to Broadway, and Havemeyer Street. The Permittee shall post Variable Message Signs (VMS) at the entrance to the Williamsburg Bridge in Manhattan, warning of the construction zone ahead and closed exit at South 5th Street. NOTE: No work impacting on travel lanes shall occur along the detour route(s) while the detour is in effect.
 - The Permittee shall maintain two (2) lanes for traffic beyond South 5th Street, onto the Brooklyn-Queens Expressway exit.
 - After working hours, the Permittee shall restore all roadways to their full widths.
- During working hours, while working in the center of the Williamsburg Bridge eastbound and westbound approaches, in accordance with MPT plan labeled MPT7, "STEP 2":
 - The Permittee shall maintain two (2) lanes for traffic westbound (one (1) lane for traffic on the Williamsburg Bridge approach main roadway, and one (1) lane for traffic on the Williamsburg Bridge approach service roadway), and two (2) lanes for traffic eastbound (one (1) lane for traffic to continue straight to the Brooklyn-Queens Expressway, and one (1) lane for traffic to the South 5th Street exit).
 - After working hours, the Permittee shall restore all roadways to their full widths.
- During working hours, while working on the westbound (north) side of the Williamsburg Bridge approach, in accordance with MPT plan labeled MPT7, "STEP 3":
 - The Permittee shall maintain two (2) lanes for traffic (one (1) lane for traffic on the Williamsburg Bridge approach main roadway, and one (1) lane for traffic on the Williamsburg Bridge approach service roadway). Eastbound traffic shall be unaffected.
 - The Permittee shall install a temporary STOP bar and STOP sign on Roebling Street approaching the Williamsburg Bridge. The temporary STOP bar and STOP sign shall be removed upon completion of this phase of construction.
 - After working hours, the Permittee shall restore all roadways to their full widths.
- During working hours, while working on the westbound (north) side of the Williamsburg Bridge approach, in accordance with MPT plan labeled MPT7, "STEP 4":
 - The Permittee shall maintain one (1) lane for traffic westbound on the Williamsburg Bridge approach service roadway. Traffic on the main roadway shall remain unaffected.
 - After working hours, the Permittee shall restore all roadways to their full widths.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 12 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

2. SAFE ROUTES TO SCHOOLS (P.S. 59, WILLIAM FLOYD SCHOOL)

a. THROOP AVENUE BETWEEN ELLERY STREET AND VERNON AVENUE

- The Permittee shall coordinate with the nearby school prior to commencing work.
- Work hours shall be as follows:
 - 9:00AM to 2:00PM Monday to Friday
 - 9:00AM to 7:00PM Saturday
 - 10:00AM to 7:00PM Sunday
- During work hours, the Permittee shall maintain one (1) 11-foot lane for traffic and the existing bike lane.
- After work hours, the Permittee shall restore all travel lanes to traffic. The Permittee may occupy a maximum of eight (8) feet adjacent to the curb for a maximum linear distance of twenty-five (25) feet. Occupancy is permitted only for the purposes of restricting parking and for the storage of excavated material/fill. Use of metered, authorized parking and No Standing zones is prohibited.
- The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

b. PARK AVENUE BETWEEN DELMONICO PLACE AND MARCUS GARVEY BOULEVARD

c. MYRTLE AVENUE BETWEEN TOMPKINS AVENUE AND MARCUS GARVEY BOULEVARD / SUMNER AVENUE

- The Permittee shall coordinate with the nearby school prior to commencing work.
- Work hours shall be as follows:
 - 9:00AM to 2:00PM Monday to Friday
 - 9:00AM to 7:00PM Saturday
 - 10:00AM to 7:00PM Sunday
- During work hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction).
- After work hours, the Permittee shall restore all travel lanes to traffic. The Permittee may occupy a maximum of eight (8) feet adjacent to the curb for a maximum linear distance of twenty-five (25) feet, during non-working hours. Occupancy is permitted only for the purposes of restricting parking and for the storage of excavated material/fill. Use of metered, authorized parking and No Standing zones is prohibited.
- The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

d. INTERSECTION OF PARK AVENUE AND THROOP AVENUE

e. INTERSECTION OF MYRTLE AVENUE AND THROOP AVENUE

- The Permittee shall coordinate with the nearby school prior to commencing work.
- Work hours shall be as follows:
 - 9:00AM to 2:00PM Monday to Friday
 - 9:00AM to 7:00PM Saturday
 - 10:00AM to 7:00PM Sunday
- During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic on one-way streets, and a minimum of two (2) lanes for traffic (one (1) 11-foot lane for traffic in each direction) on two-way streets.
- After work hours, the Permittee shall restore the intersection to its full width.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 13 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

3. SAFE ROUTES TO SCHOOLS (P.S. 375, JACKIE ROBINSON SCHOOL)

- a. **FRANKLIN AVENUE BETWEEN CROWN STREET AND EMPIRE BOULEVARD**
 b. **MONTGOMERY STREET BETWEEN WASHINGTON AVENUE AND BEDFORD AVENUE**
 c. **MCKEEVER PLACE BETWEEN MONTGOMERY STREET AND EMPIRE BOULEVARD**
 d. **SULLIVAN PLACE BETWEEN WASHINGTON AVENUE AND BEDFORD AVENUE**
- The Permittee shall coordinate with the nearby school prior to commencing work.
 - Work hours shall be as follows:

9:00AM to 2:00PM Monday to Friday
9:00AM to 7:00PM Saturday
10:00AM to 7:00PM Sunday
 - During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic on one-way streets, and a minimum of two (2) lanes for traffic (one (1) 11-foot lane for traffic in each direction) on two-way streets.
 - After work hours, the Permittee shall restore all travel lanes to traffic. The Permittee may occupy a maximum of eight (8) feet adjacent to the curb for a maximum linear distance of twenty-five (25) feet, during non-working hours. Occupancy is permitted only for the purposes of restricting parking and for the storage of excavated material/fill. Use of metered, authorized parking and No Standing zones is prohibited.
 - The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.
- e. **INTERSECTION OF FRANKLIN AVENUE AND MONTGOMERY STREET**
 f. **INTERSECTION OF FRANKLIN AVENUE AND SULLIVAN PLACE**
 g. **INTERSECTION OF MCKEEVER PLACE AND MONTGOMERY STREET**
 h. **INTERSECTION OF MCKEEVER PLACE AND SULLIVAN PLACE**
- The Permittee shall coordinate with the nearby school prior to commencing work.
 - Work hours shall be as follows:

9:00AM to 2:00PM Monday to Friday
9:00AM to 7:00PM Saturday
10:00AM to 7:00PM Sunday
 - During work hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic on one-way streets, and a minimum of two (2) lanes for traffic (one (1) 11-foot lane for traffic in each direction) on two-way streets.
 - After work hours, the Permittee shall restore all travel lanes to traffic. The Permittee may occupy a maximum of eight (8) feet adjacent to the curb for a maximum linear distance of twenty-five (25) feet, during non-working hours. Occupancy is permitted only for the purposes of restricting parking and for the storage of excavated material/fill. Use of metered, authorized parking and No Standing zones is prohibited.
 - The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

4. SAFE ROUTES TO SCHOOLS (ARISTA PREP SCHOOL)

- a. **EASTERN PARKWAY BETWEEN KINGSTON AVENUE AND ALBANY AVENUE**
- The Permittee shall coordinate with the nearby school prior to commencing work.
 - Work hours shall be as follows:

9:00AM to 2:00PM Monday to Friday
9:00AM to 7:00PM Saturday
10:00AM to 7:00PM Sunday
 - During work hours, the Permittee shall maintain four (4) 11-foot lanes for traffic on the main roadway, and one (1) 11-foot lane for traffic on the service road.
 - After work hours, the Permittee shall restore all travel lanes to traffic. The Permittee may occupy a maximum of eight (8) feet adjacent to the curb for a maximum linear distance of twenty-five (25) feet, during non-working hours. Occupancy is permitted only for the purposes of restricting parking and for the storage of excavated material/fill. Use of metered, authorized parking and No Standing zones is prohibited.
 - The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 14 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

b. EASTERN PARKWAY BETWEEN KINGSTON AVENUE AND BROOKLYN AVENUE

- The Permittee shall coordinate with the nearby school prior to commencing work.
- Work hours shall be as follows:
 - 9:00AM to 2:00PM Monday to Friday
 - 9:00AM to 7:00PM Saturday
 - 10:00AM to 7:00PM Sunday
- During work hours, the Permittee shall maintain five (5) 11-foot lanes for traffic on the main roadway, and one (1) 11-foot lane for traffic on the service road.
- After work hours, the Permittee shall restore all travel lanes to traffic. The Permittee may occupy a maximum of eight (8) feet adjacent to the curb for a maximum linear distance of twenty-five (25) feet, during non-working hours. Occupancy is permitted only for the purposes of restricting parking and for the storage of excavated material/fill. Use of metered, authorized parking and No Standing zones is prohibited.
- The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

c. INTERSECTION OF EASTERN PARKWAY AND KINGSTON AVENUE

- Work hours shall be as follows:
 - 9:00AM to 2:00PM Monday to Friday
 - 9:00AM to 7:00PM Saturday
 - 10:00AM to 7:00PM Sunday
- During work hours, the Permittee shall maintain four (4) 11-foot lanes for traffic on the main roadway of Eastern Parkway between Kingston Avenue and Albany Avenue, five (5) 11-foot lanes for traffic between Brooklyn Avenue and Kingston Avenue, one (1) 11-foot lane for traffic on the service road of Eastern Parkway, and one (1) 12-foot lane for traffic on Kingston Avenue.
- After work hours, the Permittee shall restore the intersection to its full width.

5. SAFE ROUTES TO SCHOOLS (OHOLEI TORAH SCHOOL)

a. EASTERN PARKWAY BETWEEN BROOKLYN AVENUE AND NEW YORK AVENUE

- Work hours shall be as follows:
 - 9:00AM to 4:00PM Monday to Friday
 - 9:00AM to 7:00PM Saturday
 - 10:00AM to 7:00PM Sunday
- During work hours, the Permittee shall maintain four (4) 11-foot lanes for traffic on the main roadway, and one (1) 11-foot lane for traffic on the service road.
- After work hours, the Permittee shall restore all travel lanes to traffic. The Permittee may occupy a maximum of eight (8) feet adjacent to the curb for a maximum linear distance of twenty-five (25) feet, during non-working hours. Occupancy is permitted only for the purposes of restricting parking and for the storage of excavated material/fill. Use of metered, authorized parking and No Standing zones is prohibited.
- The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

b. INTERSECTION OF EASTERN PARKWAY AND BROOKLYN AVENUE

- Work hours shall be as follows:
 - 9:00AM to 2:00PM Monday to Friday
 - 9:00AM to 7:00PM Saturday
 - 10:00AM to 7:00PM Sunday
- During work hours, the Permittee shall maintain four (4) 11-foot lanes for traffic on the main roadway of Eastern Parkway between New York Avenue and Brooklyn Avenue, five (5) 11-foot lanes for traffic between Brooklyn Avenue and Kingston Avenue, one (1) 11-foot lane for traffic on the service road of Eastern Parkway, and one (1) 12-foot lane for traffic on Brooklyn Avenue.
- After work hours, the Permittee shall restore the intersection to its full width.

OCMC FILE NO: BNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3

February 14, 2014
 Page 15 of 16

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

6. NOSTRAND AVENUE WAYFINDING

DEFINITION: For the purposes of this traffic stipulation, the term "Critical Street" shall pertain to those streets listed in the NYC DOT Highway Rules, where work restrictions apply during specific hours of the day.

a. WORK IN NON-CRITICAL STREETS

- Work hours shall be as follows: 7:00AM to 6:00PM, Monday to Friday (9:00AM to 2:00PM, Monday to Friday if working in a street segment on which a school fronts), and 8:00AM to 4:00PM Saturday and Sunday
- During working hours, the Permittee shall maintain a minimum of 5-foot clear path on the sidewalk for pedestrian access. The Permittee may also occupy a maximum of eight (8) feet adjacent to the curb directly abutting the work zone.
 - Should "No Standing" rush hour regulations apply adjacent to or opposite the work zone, work is restricted during the hours specified on the posted regulation.
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The Permittee must notify the school principal in writing a minimum of forty-eight (48) hours prior to commencing work.
- After working hours, the Permittee shall restore the roadway to its full width, while maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.

b. WORK IN CRITICAL STREETS

- Work hours shall be as follows: 9:00AM to 4:00PM, Monday to Friday (9:00AM to 2:00PM, Monday to Friday if working in a street segment on which a school fronts), and 8:00AM to 4:00PM Saturday and Sunday
- During working hours, the Permittee shall maintain a minimum of 5-foot clear path on the sidewalk for pedestrian access. The Permittee may also occupy a maximum of eight (8) feet adjacent to the curb directly abutting the work zone.
 - Should "No Standing" rush hour regulations apply adjacent to or opposite the work zone, work is restricted during the hours specified on the posted regulation.
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The Permittee must notify the school principal in writing a minimum of forty-eight (48) hours prior to commencing work.
- After working hours, the Permittee shall restore the roadway to its full width, while maintaining a minimum 5-foot clear path on the sidewalk for pedestrian access.

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 SEED 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.

OCMC FILE NO: SNEC-14-046
 CONTRACT NO: HWK1130B
 PROJECT: NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3


February 14, 2014
 Page 16 of 16


C. GENERAL NOTES (CONTINUED)

- 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 PERMITEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE 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 PERMITEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
 7. THE PERMITEE 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 PERMITEE'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 160 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.


 JOSEPH P. NOTO
 Executive Director
 OCMC-STREETS


 DUANE C. BARRA
 PROJECT MANAGER
 OCMC-STREETS



THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
Telephone (212) 837-8110
FAX (212) 837-8243

Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

INTERPRETIVE MEMORANDUM # 2 February 14, 1995

*Subject: Temporary Storage and Processing of Construction and Demolition Debris
by New York City Agency Contractors*

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce
New York's Waste.



Example: Street Construction Projects

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of _____ (the "Agency")
has awarded a construction contract to _____ (Contractor)
_____ (the "Contractor") for work to be performed at _____ (Contract
Site) _____.

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B

RECONSTRUCTION OF

NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 2 (R)

DATED: March 24, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Any substantial modification of the Contract shall be subject to approval by the State Commissioner of Transportation and the Federal Transit Administration, in addition to the City agencies involved.
2. The Contractor shall be responsible for compliance with all the provisions of the following Federal Transit Administration (FTA) Third Party Requirements, Standard Clauses for all New York State Contracts, and Exhibits which are hereby made a part of the original contract documents and are annexed hereto:

FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS

- Appendix A - BUY AMERICA CERTIFICATION
- Appendix A1 - DISCLOSURE OF LOBBYING ACTIVITIES
- Appendix A2 - CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
- Appendix A3 - CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
- Appendix B - REQUIRED CONTRACT PROVISIONS DBE Program
- Appendix C - DETERMINING GOOD FAITH EFFORTS
- Appendix D - PROMPT PAYMENT AFFIDAVIT
- Appendix E - SAMPLE PRIME CONTRACTOR AWARD LETTER
- Appendix F - MINORITY OWNED FINANCIAL INSTITUTIONS
- Appendix G - PREVAILING WAGE RATES, CURRENT DAVIS-BACON PREVAILING WAGE RATES

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

DBE FORMS:

- | | |
|-------------------------------|---|
| AAP 15 FTA
Rev. (1/14) | DESIGNATION OF AFFIRMATIVE ACTION
(REPRESENTATIVES BY CONTRACTORS/SUBCONTRACTORS) |
| AAP10
(01/14) | NYC Department of Transportation
DBE SOLICITATIONS LOG |
| AAP 19 FTA
(1/14) | NEW YORK CITY DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE
SCHEDULE OF UTILIZATION |
| AAPHC 89 FTA
(1/14) | NEW YORK CITY DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET |
| AAPHC 89-1 FTA
(1/14) | NEW YORK CITY DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET AMENDMENT |
| AAP 21LL (FTA)
(rev. 1/14) | NYC Department of Transportation
Contractor Report of Contract Payments |
| AAP 22
(12/08) | PRE-AWARD D/M/WBE MATERIAL SUPPLIER COMMITMENT
INFORMATION |
| AAP 23LL (2/11) | PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION

SUBCONTRACTOR/CONSULTANT PROFILE FORM

INITIAL LIST OF SUBCONTRACTORS

SUBCONTRACTOR/SUBCONSULTANT MONTHLY PAYMENT
REPORT

AGENCY CHIEF CONTRACTING OFFICE, CIVIL RIGHTS
COMPLAINT FORM

ANNUAL LIST OF SUBCONTRACTORS |

ATTACH TO CONTRACT DOCUMENTS

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DEPARTMENT OF DESIGN AND CONSTRUCTION
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RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
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SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

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PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

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FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

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- Appendix A1 - DISCLOSURE OF LOBBYING ACTIVITIES
- Appendix A2 - CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
- Appendix A3 - CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
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- Appendix G - PREVAILING WAGE RATES, CURRENT DAVIS-BACON PREVAILING WAGE RATES

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

DBE FORMS:

- AAP 15 DESIGNATION OF AFFIRMATIVE ACTION REPRESENTATIVES BY CONTRACTORS/SUBCONTRACTORS
SUBCONTRACTOR/CONSULTANT PROFILE FORM
- AAP10 D / M /WBE SOLICITATIONS LOG
- AAP 19 FTA DISADVANTAGED BUSINESS ENTERPRISE SCHEDULE OF UTILIZATION
- AAPHC 89 FTA DBE UTILIZATION WORKSHEET
INITIAL LIST OF SUBCONTRACTORS
- AAPHC 89-1 FTA DBE UTILIZATION WORKSHEET AMENDMENT
- AAP 21LL CONTRACTOR REPORT OF CONTRACT PAYMENTS
SUBCONTRACTOR/SUBCONSULTANT MONTHLY PAYMENT REPORT
AGENCY CHIEF CONTRACTING OFFICE, CIVIL RIGHTS COMPLAINT FORM
- AAP 23LL PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION
ANNUAL LIST OF SUBCONTRACTORS

In addition to compliance with the above FTA requirements, the Contractor shall also be required to comply with all City requirements as depicted in the Information for Bidders and Standard Construction Contract herein. Wherever a conflict may exist, the FTA Regulations shall take precedence.

3. All references to M/WBE within the Bid Documents shall be deleted and the Disadvantaged Business Enterprise (DBE) requirements with a goal of 5% shall be substituted.
4. Amendments to Information for Bidders:
 - a) Refer to Page 6, SECTION 20. Low Tie Bids;
Delete Article 20 in its entirety and substitute the words
"20. (NO TEXT).
 - b) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);
Delete the SECTION, in its entirety. See FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES attachment, Article 29. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) and Appendices B, C, D, and E.
5. Amendments to Standard Construction Contract:
 - a) Refer to Page 29, ARTICLE 21. RETAINED PERCENTAGE;
Delete Article 29, in its entirety;
Substitute the following:

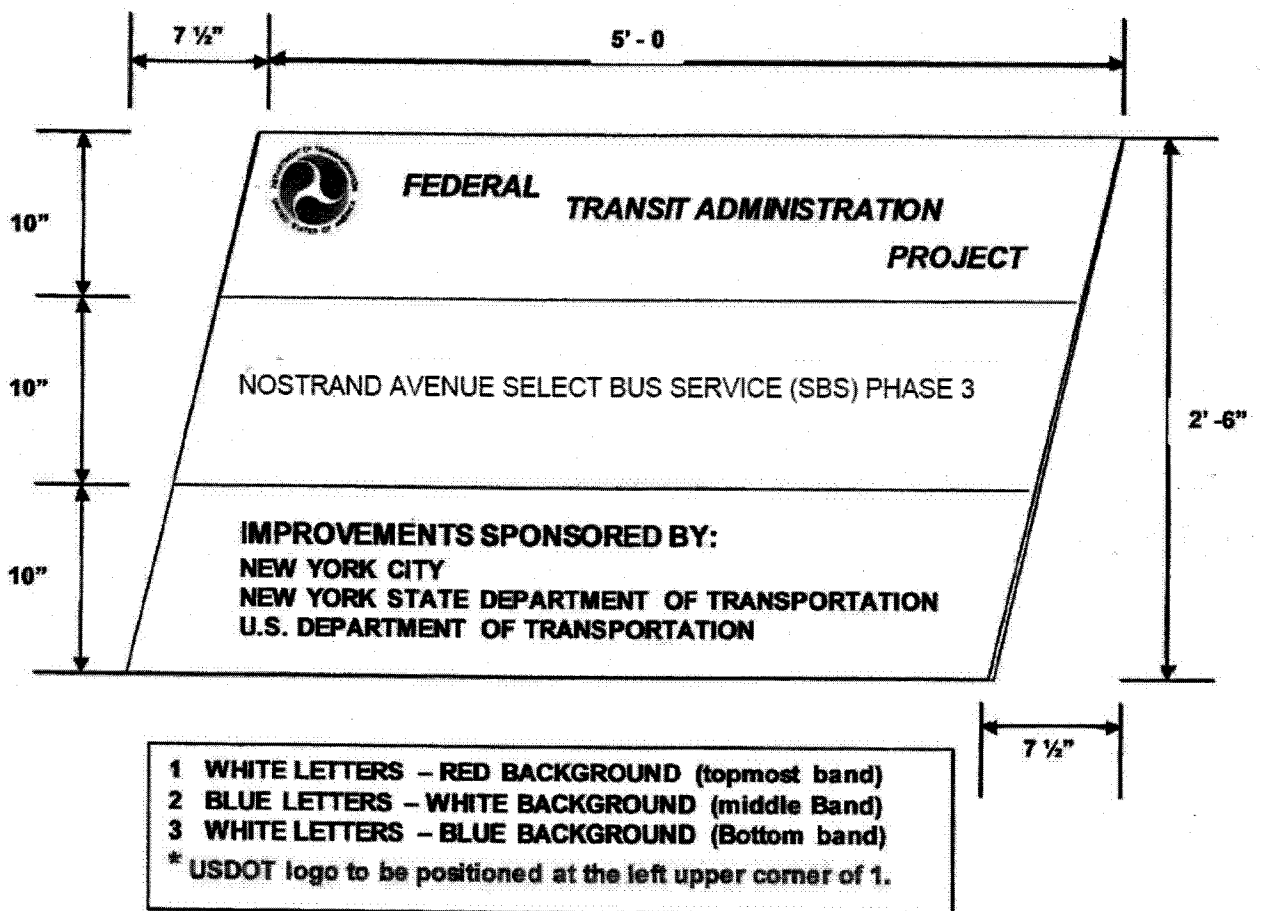
"ARTICLE 21. (NO TEXT)"
 - b) Refer to Page 74 and 75, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;
Delete Article 67, in its entirety. See FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES attachment, Article 29. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) and Appendices B, C, D, and E.
6. Amendments to the NYC Department of Transportation Standard Highway Specifications, Volume I, General Conditions:
 - a) Refer to Pages 36 through 38, Article 1.06.46. Project Sign;
Add the following text to the end of Article 1.06.46:

"(B) ADDITIONAL FTA PROJECT SIGN

In addition to the Project Sign specified in Subsection 1.06.46.(A), above, the Contractor shall also be required to furnish and install an FTA Project Sign as shown on the attached drawing. The FTA Project Sign shall be posted and maintained upon the site at a point and in a prominent position where directed by the Commissioner. The Contractor shall protect and repair the sign from damage during the continuance of work under the

Contract. In addition, the requirements for Sign Quality, Schedule, and Removal as specified under Subsection 1.06.46.(A)2, 3, and 4 shall also apply to the FTA Project Sign and the sign panel material shall be the same as that used for the Project Sign required under Subsection 1.06.46.(A), but with the dimensions of the sign as shown on the attached drawing."

FTA PROJECT SIGN



**FEDERAL TRANSIT ADMINISTRATION
(FTA)
THIRD PARTY REQUIREMENTS**

February 2012

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

1. FLY AMERICA (49 U.S.C. § 40118, 41 CFR Part 301-10)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 through 301-10.143, which provide that the New York City Department of Design and Construction (NYCDDC) and its contractors when using Federal funds are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA (49 U.S.C. 5323 (j) 49 CFR Part 661)

For contracts greater than \$100,000 the Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include microprocessors, computers, microcomputers, software, or other such devices which are used solely for the purpose of processing data.

Separate requirements for rolling stock are listed in 49 CFR 661. Rolling stock must be assembled in the United States and have a minimum of 60 percent domestic content.

A bidder or offeror must submit to NYCDDC the appropriate Buy America certifications with all bids on FTA-funded contracts.

3. CHARTER BUS REQUIREMENTS (49 U.S.C. 5323(d) 49 CFR Part 604)

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS (49 U.S.C. 5323(F) 49 CFR Part 605)

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE (46 U.S.C. § 55305, 46 CFR Part 381)

The Contractor agrees: (a.) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b.) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to NYCDDC (through the Contractor in the case of a Subcontractor's bill-of-lading) (c.) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq., 49 CFR Part 41)

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7. ENERGY CONSERVATION (42 U.S.C. §§ 6321 et seq., 49 CFR 18)

The Contractor agrees to comply with mandatory energy standards and policies of the State energy conservation plan under the Energy Policy and Conservation Act, as amended.

8. CLEAN WATER (33 U.S.C. §§ 1251)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to NYCDDC and understands and agrees that NYCDDC will, in turn, report each violation as required to assure notification to NYCDOT, FTA, and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. BUS TESTING (49 U.S.C. 5323(c), 49 CFR Part 665)

The Contractor agrees to comply with 49 USC 5318 (e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are

not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

10. PRE-AWARD AND POST DELIVERY AUDITS OF ROLLING STOCK REQUIREMENTS (49 CFR Part 663)

The Contractor agrees to comply with 49 U S C 5323 and FTA's implementing regulation 49 CFR Part 663 and to submit the following certifications for pre-award and post-delivery audit requirements for all purchases of rolling stock:

(1) Buy America Requirements: The contractor shall complete and submit a declaration certifying either compliance or non-compliance with Buy America. If the bidder/offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): the Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) a manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations. It is acceptable that the Contractor use one certification of FMVSS compliance as long as the certifications cover both audits.

11. LOBBYING (31 USC 1352, 49 CFR Parts 19 and 20)

The Contractor who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Parts 19 and 20, "New Restrictions on Lobbying". Each tier of Contractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other federal award covered. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to NYCDDC and NYCDOT.

12. ACCESS TO RECORDS AND REPORTS (49 CFR 5325, 49 CFR 18.36(i), 49 CFR 633.17)

The Contractor shall comply with the following access to records requirements:

1. In accordance with 49 CFR 18.36(i), the Contractor agrees to provide NYCDDC, NYCDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where NYCDDC, in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined in 49 U.S.C. 5302(a) (1) through other than competitive bidding, the Contractor shall make available records related to the contract to NYCDDC, NYCDOT, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts, reports and other related documents required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NYCDDC, NYCDOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (Reference 49 CFR 18.39 (i)(11).

5. FTA does not require the inclusion of these requirements in subcontracts.

13. FEDERAL CHANGES (49 CFR Part 18)

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreements (<http://www.fta.dot.gov/documents/18-Master.pdf>) between NYCDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14. BONDING

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of NYCDDC, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

c. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to NYCDDC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NYCDDC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NYCDDC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NYCDDC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NYCDDC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by NYCDDC as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NYCDDC for the damages occasioned by default, then the undersigned bidder agrees to indemnify NYCDDC and pay over to NYCDDC the difference between the bid security and NYCDDC's total damages, so as to make NYCDDC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the NYCDDC determines that a lesser amount would be adequate for the protection of NYCDDC.
2. The NYCDDC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NYCDDC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, (NYCDDC) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor is required to obtain performance and payment bonds when necessary to protect NYCDDC's interest. The FTA requirements apply to first tier subcontractors as well as the Contractor.

(a) The following situations may warrant a performance bond:

1. NYCDDC's property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. The Contractor sells assets to or merges with another concern and NYCDDC after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100% of the original contract price, unless NYCDDC determines that a lesser amount would be adequate for the protection of NYCDDC.

2. NYCDDC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100% of the increase in contract price. NYCDDC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in NYCDDC's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor is required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NYCDDC shall determine the amount of the advance payment bond necessary to protect NYCDDC.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor is required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NYCDDC shall determine the amount of the patent indemnity to protect NYCDDC.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to NYCDDC, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by NYCDDC, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by NYCDDC and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NYCDDC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NYCDDC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

15. CLEAN AIR(42 U.S.C. §§ 7401 et seq, 40 CFR 15.61, 49 CFR Part 18)

(1) The Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall agree to report each violation to NYCDDC and understands and agrees that NYCDDC will, in turn, report each violation as required to assure notification to NYCDOT, FTA, and the appropriate EPA Regional Office.

(2) The Contractor shall also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. RECYCLED PRODUCTS (42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873)

The Contractor shall agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS 40 U.S.C. 3141, et seq. and 18 U.S.C. 874, 29 CFR 5.5 (a)

1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their

representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2) **Withholding** - NYCDDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NYCDDC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NYCDDC for transmission to NYCDOT and the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The

prime contractor is responsible for the submission of copies of payrolls by all Subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every

trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - NYCDDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

(1) NYCDOT, NYCDDC, and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NYCDOT, NYCDDC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

20. FRAUD OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD (31 U.S.C. 3801 et seq, 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307)

The Contractor acknowledges and agrees that:

(1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions in

connection with the Project. Upon execution of the Grant Agreement or Cooperative Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) **Criminal Fraud.** If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

21. TERMINATION (49 U.S.C. Part 18, FTA Circular 4220.1F)

The Contractor agrees to include these provisions in all subcontracts in excess of \$10,000.

a. Termination for Convenience (General Provision) NYCDDC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NYCDDC to be paid to the Contractor. If the Contractor has any property in its possession belonging to NYCDDC, the Contractor will account for the same, and dispose of it in the manner NYCDDC directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, NYCDDC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by NYCDDC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, NYCDDC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) NYCDDC, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to NYCDDC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the period of time specified by NYCDDC after receipt by Contractor or written notice from NYCDDC setting forth the nature of said breach or default, NYCDDC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude NYCDDC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that NYCDDC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by NYCDDC shall not limit

NYCDDC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, NYCDDC may terminate this contract for default. NYCDDC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of NYCDDC.

f. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, NYCDDC may terminate this contract for default. NYCDDC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, NYCDDC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to NYCDDC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by NYCDDC in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of NYCDDC, acts of another Contractor in the performance of a contract with NYCDDC, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies NYCDDC in writing of the causes of delay. If in the judgment of NYCDDC, the delay is excusable, the time for completing the work shall be extended. The judgment of NYCDDC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of NYCDDC.

g. Termination for Convenience of Default (Cost-Type Contracts) NYCDDC may terminate this contract, or any portion of it, by serving a notice or termination to the Contractor. The notice shall state whether the termination is for convenience of NYCDDC or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from NYCDDC, or property supplied to the Contractor by NYCDDC. If the termination is for default, NYCDDC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NYCDDC and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of NYCDDC, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, NYCDDC determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, NYCDDC, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)
(49 CFR 29.220(b), 49 CFR 29.940 and 49 CFR 29.945, Executive Orders 12549/12689)

Executive Orders 12549/12689, as implemented by 49 CFR Part 29, prohibits NYCDOT, NYCDDC, and sub-grantees from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, NYCDOT is required to submit a certification to the effect that neither NYCDOT nor NYCDDC will enter into contracts over \$25,000 with suspended or debarred contractors and that they will require the Contractors (and subcontractors) to make the same certification to them. The Contractor agrees to include these provisions in its subcontracts over \$25,000.

The certification in this requirement is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NYCDOT and/or NYCDDC may pursue available remedies, including suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Excluded Parties List - All contractors and sub-contractors are required to provide the printout from the Excluded Parties list website at <http://www.epls.gov/> showing their exclusion from this list.

23. PRIVACY ACT (5 U.S.C. 552)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq.)

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor

agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 through 634 and 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor shall also agree to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments that the FTA may issue.

(d) Limited English Proficiency (LEP) - Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note, and USDOT/FTA, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005. Contractors will comply, based on receipt of Federal funding through NYCDOT/NYCDDC and assisting NYCDOT/NYCDDC in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations in accordance to FTA Circular 4702.1.

(e) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18, FTA Circular 4220.1F)

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. FTA will not substitute its judgment for that of NYCDDC unless the matter is primarily a federal authority having proper jurisdiction.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NYCDDC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NYCDDC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NYCDDC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which NYCDDC is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NYCDDC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

26. PATENT AND RIGHTS IN DATA (37 CFR Part 401 49 CFR Parts 18 and 19 A.)

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

28. PRE-EMPTION OF STATE, TERRITORIAL, AND LOCAL LAW

If a Federal law pre-empts a State, territorial, or local law, regulation, or ordinance:

- (a) The Subrecipient or Contractor must comply with Federal law and regulations.
- (b) This Agreement, however, does not require the Subrecipient or Contractor to take any action that would violate State, territorial, or local law, regulations, or ordinances.
- (c) If compliance with any provision of Federal law or regulations or this Agreement violates or would require the Subrecipient or Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Subrecipient or Contractor agrees to:
 - (1) Notify NYCDDC immediately in writing, and
 - (2) Make appropriate arrangements with NYCDDC to:
 - a Proceed with the Project or,
 - b Terminate the Project expeditiously, if necessary.

29. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26)

In accordance to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The NYCDOT's overall goal for DBE participation is 8%. The FTA DBE goal for architectural, engineering services and construction contracts is 11%. The DBE goal is 2% for marine contracts. Additionally, the DBE program dictates payment terms and conditions applicable to all subcontractors regardless of whether they are DBE firms or not. NYCDDC will not hold retainage on FTA funded contracts.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy as NYCDOT and NYCDDC deem appropriate. Within each subcontract, the Contractor signs with a Subcontractor must

Include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26. Award of this contract is conditioned on submission of the following:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation

it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment;

6. If the contract goal is not met, evidence of good faith efforts should be provided to NYCDOT and NYCDDC. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance;

7. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the NYCDDC. In addition, the Contractor may not hold retainage from its Subcontractors. The Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The Contractor is required to return any retainage payments to those Subcontractors within 30 days after incremental acceptance of the Subcontractor's work by the NYCDDC and Contractor's receipt of the partial retainage payment related to the Subcontractor's work; and

8. The Contractor must promptly notify NYCDOT and NYCDDC, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NYCDOT.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this document include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions in this document. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of NYCDOT's or NYCDDC's requests which would cause NYCDOT or NYCDDC to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING (49 U.S.C. § 5331, 49 CFR Parts 653 and 654)

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require that NYCDDC ensures that any entity performing a safety-sensitive function on NYCDDC's behalf (usually Contractor and/or Contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on NYCDDC's compliance with the rules; thus, NYCDDC is not in compliance with the rules unless every entity that performs a safety-sensitive function on NYCDDC's behalf is in compliance with the rules. Third, the rules do not specify how NYCDDC ensures that its Contractors comply with them.

How NYCDDC does so depends on several factors, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that NYCDDC has with the Contractor, and the financial resources available to NYCDDC to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways that NYCDDC can ensure that its Contractor and/or contractors comply with the rules.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency of New York, NYCDOT, or NYCDDC to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 30th and to submit the Management Information System (MIS) reports before March 15th to NYCDOT and NYCDDC or designee. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt NYCDOT's policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval to NYCDOT and NYCDDC, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: (to be determined by NYCDOT, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Intelligent transportation system property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

33. AMERICANS WITH DISABILITIES ACT (ADA)

a. **Facilities.** Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, US DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. US DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

b. **Rolling stock.** Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. NYCDOT advise third party contractors operating public transportation services to review the requirements for public entities in this context.

34. TRAFFICKING IN PERSONS

Pursuant to 2 CFR Part 175 and Section 3(g) of the FTA Master Agreement, all subrecipients and contractors are required to comply with the Trafficking Victims Protection Act of 2000 (TVPA) whereby parties under this award may not—

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

35. SAFE OPERATION OF MOTOR VEHICLES

a. **Seat Belt Use.** Pursuant to Executive Order No. 13043 and Section 36 of the FTA Master Agreement, subrecipients and contractors are highly encouraged to adopt and promote on-the-job seat belt use policies and programs for their employees and other personnel that operate:

- a) Company-owned vehicles,
- b) Company-rented vehicles, or
- c) Personally operated vehicles

b. **Distracted Driving, Including Text Messaging While Driving.** Pursuant to Executive Order No. 13513, DOT Order 3902.10, and Section 36 of the FTA Master Agreement, subrecipients and contractors are highly encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while:

1. Using an employer supplied electronic device, and
2. Driving:
 - a) a vehicle you own or rent,
 - b) a vehicle the Government owns, leases or rents,
 - c) a privately-owned vehicle when on official Project-related business or when performing any work for or on behalf of the Project, or
 - d) any vehicle, on or off duty.

Subrecipients and contractors are also highly encouraged to conduct workplace safety initiatives in a manner commensurate with their size, such as establishing:

1. New rules and programs or re-evaluating existing programs to prohibit text messaging while driving, and
2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Subrecipients and contractors are required to include the language of this part in each third party subagreement at each tier financed with Federal funds.

Definitions as used in this part:

1. "Driving":
 - a) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
 - b) Does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
2. "Text Messaging":
 - a) Means reading from or entering data into any handheld or other electronic device, including a device for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.
 - b) Does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answering an incoming call, unless the practice is prohibited by State or local law.

36. US OMB SPECIAL REPORTING PROVISIONS

Subrecipients agree to comply with the special US OMB reporting provisions contained in Section 8 of the FTA Master Agreement and outlined below.

- a. **Data Universal Numbering System (DUNS) Numbers.** The subrecipient must provide its DUNS numbers to NYCDOT prior to receiving a subaward from NYCDOT. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. You may obtain a DUNS number from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

- b. **Reporting Total Compensation of Subrecipient Executives.** Prior to receiving a subaward from NYCDOT, the subrecipient agrees to report the names and total compensation of its five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - (a) The subrecipient received in its preceding fiscal year:
 - (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal funds subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards), and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial funds subject to the Transparency Act (and subawards), and
 - (b) The public does not have access to information about the compensation of the subrecipient's executives through periodic reports filed under:
 - (i) Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a),
 - (ii) Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or
 - (iii) Section 6104 of the Internal Revenue Code of 1986.

To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.

Reporting Total Compensation of Subrecipient Executives. Prior to receiving a subaward from NYCDOT, the subrecipient agrees to report the names and total compensation of its five most a To FTA and elsewhere as may be determined by the Government.

b By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

- c. **Definitions.** For purposes of this Section 35:

(1) **Entity** means all of the following (as defined in 2 C.F.R. Part 25, Subpart C):

- a A Governmental organization that is a State, local government, or Indian Tribe,
- b A foreign public entity,

c A domestic or foreign nonprofit organization,

d A domestic or foreign for-profit organization, and

e A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(a) Means a legal instrument to provide support for the performance of any portion of the Project or Program for which NYCDOT awards to an eligible subrecipient.

(b) Does not include the NYCDOT's procurement of property and services necessary to carry out its Project or Program.

(c) May be provided through any legal agreement, including an agreement that the Recipient considers a contract.

(4) Subrecipient means an entity that:

(a) Receives a subaward from NYCDOT, and

(b) Is accountable to NYCDOT for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following:

(a) Salary,

(b) Bonus,

(c) Awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year as provided in the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments),

(d) Earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees),

(e) Change in pension value (this is the change in present value of defined benefit and actuarial pension plans),

(f) Above-market earnings on deferred compensation which is not tax-qualified, and

(g) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

For more information, see 17 C.F.R. § 229.402(c)(2).

Appendix A

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Appendix A1

DISCLOSURE OF LOBBYING ACTIVITIES

I _____ hereby certifies on behalf of _____
name and title of company representative name of company

that will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Appendix A2

**CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Contractor agrees to provide NYCDOT and NYCDDC with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to NYCDOT and NYCDDC.

NOTE: If for any reason the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE CONTRACTOR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

Appendix A3

**CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Subcontractor/Supplier _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Subcontractor agrees to provide the Contractor with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to NYCDDC and NYCDOT.

NOTE: If for any reason the Subcontractor/Supplier is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE SUBCONTRACTOR/SUPPLIER, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

Contractor Note:

Contractor must require all Subcontractors/Suppliers to complete this certification and Contractor shall submit the certifications to NYCDDC and NYCDOT as they are received.

Appendix B

REQUIRED CONTRACT PROVISIONS

DBE Program

FTA assisted contracts that NYCDDC lets will include, as appropriate, the model contract provisions that are included as Appendix B and incorporated herein. NYCDOT shall have discretion to modify the provisions for particular contracts as needed. These required contract provisions consist of:

1. Notice of DBE Contract Requirements in the Invitation for Bids and/or Request For Proposals
2. General Conditions
 - a. Assurances
 - b. DBE Policy
 - c. DBE Obligation
 - d. Prompt Payment to Subcontractors
 - e. Legal and Contract Remedies
 - f. Contractor Reporting Requirements
 - g. Retainage Policy
 - h. Excluded Parties List

1. Notice of DBE Contract Requirements in the Invitation for Bids

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

Disadvantaged Business Enterprise (DBE) Requirements

The successful Proposer/Bidder will be required to meet a NYCDOT Disadvantaged Business Enterprise (DBE) goal. For Engineering Services and Construction a goal of 11% is currently in effect, for Marine work a DBE goal of 2% goal is in effect. The goal is based on the total value of the contract, which should be subcontracted to a DBE firm or firms. To be qualified as a DBE, a firm should be certified in the NYSUCP, in accordance with Federal Regulation 49 CFR Part 26. Application for certification can be obtained at:

MTA - New York City Transit, Office of Business Programs, 2 Broadway- 16th Floor, New York, NY 10004 Telephone (646) 252-1378

New York State DOT, Office of Equal Opportunity Development & Compliance, 50 Wolf Road 1st Floor, Albany, New York 12232 Telephone (518) 457-1129

Port Authority of NY & NJ, Office of Business & Job Opportunity
233 Park Avenue South, 4th Floor, New York, NY 10003-1604 Telephone (212) 435-7821

Niagara Frontier Transportation Authority
181 Ellicott Street, Buffalo, New York 14203 Telephone (716) 855-7300

Disadvantaged Business Enterprise (DBE) Certification

Only firms certified by the NYS Unified Certification Program (NYSUCP) as DBEs are eligible to be used by the contractor in order to meet the DBE participation goal set on a NYCDOT/NYCDDC Federally funded contract.

The NYSUCP Directory can be found at: <http://www.nysucp.net>

2. General Conditions

All applicants and recipients shall agree to abide by the statements in paragraphs (a) through(e) listed below:

a. Assurances – Section 26.13

Each **financial assistance agreement** signed with a NYCDOT operation administration (of a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT- assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT- assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.).

Each **prime contractor signed with a subcontractor and/or each subcontractor signed to a contractor** must include the following assurance:

The contractor, sub -recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

b. Policy

It is the policy of USDOT that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement."

c. Obligation

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of US DOT assisted contracts.

Because this is a federally funded project with its own DBE requirement no separate NYC M/WBE program condition will apply to this contract. Further information or questions can be directed to:

New York City Department of Transportation
ACCO Office of Contract and Compliance
55 Water Street
8th Floor
New York, New York 10041
Telephone 212-839-9411
Email: cbartolotta@dot.nyc.gov

Attn: Charles Bartolotta, DBE Contract Compliance Officer

d. Prompt Payment to Subcontractors

In accordance with NYCDOT's DBE Program, the Contractor shall pay all Subcontractors for work that has been satisfactorily performed no later than thirty (30) days from the date of the Contractor's receipt of progress payments by NYCDDC. Within thirty (30) days of satisfactory completion of all work payment is required to be paid to the Subcontractor. Contractor shall release any retainage payments withheld to the Subcontractor at the time of satisfactory acceptance of work

e. Legal and Contract Remedies

The DBE Compliance Unit shall monitor and track the actual DBE participation through contractor and subcontractor reports of payments, and other appropriate monitoring, as further described in this Program Plan. The DBE Representative shall ensure that DBE participation is counted toward contract goals and the overall annual goal in accordance with the Regulations. In accordance with 49 CFR Part 26, prime contractors may not terminate sub-contractors for convenience. When DBE contractors are terminated, prime contractors will be required to substitute DBE sub-contractors in order to meet its DBE commitment.

NYCDOT and NYCDDC will monitor compliance of Contractors on FTA assisted contracts within the requirements of the Regulations and the DBE Program. NYCDOT and/or NYCDDC may impose such contract remedies as are available under federal, state and local law and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.

f. Contractor Reporting Requirements

All sub-recipients of FTA funds are required to utilize the NYCDOT DBE Program Plan and comply with USDOT regulations 49 CFR Part 26.

Sub-recipients, contractors and subcontractors are subject to contract compliance reviews to ensure that DBE requirements are being met. They are expected to cooperate with the NYCDOT and/or NYCDDC DBE Representative during desk audits and / or on-site reviews. NYCDOT has a Field Representative responsible for project oversight to ensure that contract work is being performed by designated DBE sub-contractors and that the NYCDOT Project Accountant tracks payments to ensure that project goals, when applicable, are followed. The Compliance Officer, and Field Representative also reports work and payment progress to the Project Accountant who then tracks DBE utilization with the DBE Representative. The DBE Compliance Officer and

DBE Representative ensure that sub-contractor DBE participation is credited to overall goals after the DBE has received payments.

A sample of our DBE Commitment Letter specifying the Prime Contractors DBE Responsibilities is attached as Appendix E.

g. Retainage

DOT has made a determination that it will NO LONGER HOLD retainage ON FTA FUNDED CONTRACTS.

Sub-recipients must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

h. Excluded Parties List

Prime Contractors are required to verify that all sub-contractors including DBEs are not in the Excluded Parties List located at <https://www.epls.gov>. Prime Contractors shall print out the screen page from their search at the above website that shows that the firm name is not included in the list.

Appendix C

DETERMINING GOOD FAITH EFFORTS

To determine whether a bidder that has failed to meet the DBE contract goal(s) may receive the contract, the NYCDOT Contract Compliance Unit will decide whether the efforts the Bidder made to obtain DBE participation were "good faith efforts" to meet the goal(s). Efforts that are merely pro forma are not good faith efforts to meet the goal(s). Efforts to obtain DBE participation are not good faith efforts to meet the goal(s), even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal(s).

In order to evaluate the Bidder's conformance to this subsection, the NYCDOT Contract Compliance Unit will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The following is a list of the types of actions which the DBE Compliance Officer will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

The following is a list of the kinds of efforts that the NYCDOT Contract Compliance Unit will evaluate to determine if the Bidder has demonstrated a good faith effort:

1. Efforts to secure participation by certified DBE firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYSUCP shall be used to fulfill the established goal on Federal-Aid contracts.
2. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder shall solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
3.
 - a. The Bidder shall, at a minimum, seek certified DBEs in the same geographic region where the contract is located. This is defined as a one hundred (100) kilometer radius around the city, town or borough where the contract is located as identified in the contract proposal. For specialty work such as pavement markings, guide rail, etc. (as defined in the contract proposal) the Bidder shall, at a minimum, solicit on an upstate or downstate basis, depending upon the location of the contract.
 - b. NYCDOT Contract Compliance Unit has facilitated identification of upstate, downstate and areas within a 100 km radius through its NYSUCP website, which is accessible on the Internet at www.nysucp.net. For more information contact the NYCDOT at (212) 839-9411. For bidders who do not have internet capability, a hard copy solicitation report for a specific contract can be requested by contacting the Office of Contract and Compliance Unit at (212) 839-9411.
4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal(s) will be achieved. This includes, where appropriate, either breaking down operations within the contract or combining like or related operations in the contract into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
6. a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE's Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE's Subcontractors and material suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
b. The fact that there may be some additional cost involved in finding and using DBEs is not itself sufficient reason for a bidder's failure to meet contract DBE goal(s), as long as such cost are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
7. Not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Department.
9. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. Effectively using the services of available disadvantaged business focused media, trade associations, and contractors' groups; local, state, and Federal disadvantaged business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
11. All bidders shall keep records of efforts to solicit and negotiate with DBEs, using the Solicitation Log as a continuing record of pre- and post-letting solicitation activity. When submitting a DBE Schedule of Utilization to the DBE Compliance Officer, the Apparent Low Bidder will attach the log, together with the supplemental information specified in the instructions for the Solicitation Log as evidence of good-faith efforts when the established DBE goal(s) for the contract have not been met utilizing certified DBEs. Such supplemental efforts shall include at least the following:
 - a. All envelopes of solicitation inquires that were returned as undeliverable; and
 - b. Any quotations submitted by DBEs that are not included in the DBE Schedule of Utilization with an explanation for the Bidder's action in case.
12. Promptly executing an agreement with DBE Subcontracts/vendors.

The DBE Compliance Officer will review the data submitted under this section to determine whether the DBE requirements have been satisfied through good faith efforts.

Appendix D

PROMPT PAYMENT AFFIDAVIT

(SAMPLE PRIME CONTRACTOR PROMPT PAYMENT AFFIDAVIT)

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____
(Title - e.g., President, Vice President, etc.) of _____
("Company"), do state the following with regard to payments made under Contract No.
_____ ("Contract"):

1. ___ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Company received payment from NYCDDC.
2. ___ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by NYCDOT or NYCDDC. **(Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the NYCDOT DBE Department may cause the Payment Request to be rejected by NYCDDC).**
3. ___ There was no delay in or postponement of any payment owed to a DBE subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the NYCDOT

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

Appendix E

SAMPLE PRIME CONTRACTOR AWARD LETTER

Date

Prime Contractor Winner, Inc.
Attn: Mr. Buck Stops Here, President
1111 Bottom Line Street
Anywhere, New York 10000

Re: Contract Name and/or Description

Dear Mr. John Doe:

Your Company was awarded and recently executed the above listed contract with NYCDDC. Part of the consideration in awarding the contract was the Disadvantaged Business Enterprise (DBE) participation that you listed in the bid/proposal document.

Please be advised that you will be required to meet your Disadvantaged Business Enterprise Goals of 11%

You have listed the following DBE firm(s) and the dollar amounts of their subcontracts:

ABC Electrical Co.	Electrical Contracting	\$xx,xxx
DEF Plumbing	Plumbing Contracting	\$xx,xxx
GHI Roofing	Roofing Contracting	\$xx,xxx
JKL Printing Co.	Printing	\$xx,xxx

The DBE firm(s) listed above represent(s) your commitment to NYCDOT's DBE program and each respective DBE firm.

To ensure the integrity of the DBE program, NYCDOT has developed DBE compliance procedures that should be followed during this contract. NYCDOT's DBE Department and Contract Administrator should be notified in writing prior to any material changes from the above commitments. Also, any changes should be for real and substantial reasons. Frivolous and/or unsubstantiated changes are unacceptable.

Please provide to the DBE Department, within 3 calendar days of execution, a copy of your executed subcontract with each DBE firm. A letter of commitment signed by both an authorized representative of your firm and the DBE firm may be submitted instead of signed subcontracts. The letter should verify the subcontract dollar amount, the general work scope, **and affirm the absence of subcontract restrictions or requirements that are unfair, burdensome, outside of normal business practices, unjustly punitive, etc.** There should be a letter for each DBE firm.

Also, you **must** attach NYCDOT's **DBE Expenditure Report** (see contract compliance manual) with **each** invoice/payment request that you submit to NYCDOT's Contract Administrator. This report is designed to provide an accounting of monthly and year-to-date payments made to the DBE firm(s) that you have subcontracted with above.

The DBE Expenditure Report reflects the dollars that **will be paid** to each DBE firm from your **submitted invoice/payment request**. Evidence of payments (i.e. copy of canceled checks, copy of check register, etc.) may be periodically requested. NYCDDC **may not** authorize payment unless the DBE Expenditure Report accompanies your invoice/payment request.

Finally, please submit a DBE projected work schedule (i.e. a breakdown by month of expected DBE activity). Updates of the projected work schedule should be submitted as needed over the life of the contract.

Failure to comply may result in breach of contract and it may jeopardize future contracts with NYCDDC.

If you have any questions you may contact NYCDOT's Contract Compliance Unit at (212) 839-9411 or email us at accomail@dot.nyc.gov.

Thank you for your continued commitment and cooperation.

Cordially,

DBE Administrator

cc: Every DBE Firm Listed Above
Appropriate Project Managers, NYCDOT and NYCDDC
Contracts Administrator, NYCDOT and NYCDDC
Purchasing Administrator, NYCDOT and NYCDDC
DBE File, NYCDOT and NYCDDC
Others As Needed

Appendix F

MINORITY OWNED FINANCIAL INSTITUTIONS

All contractors are encouraged to use Minority Owned Financial Institutions. A list can be found at <http://www.federalreserve.gov/releases/mob/>.

Appendix G

PREVAILING WAGE RATES

CURRENT DAVIS-BACON PREVAILING WAGE RATES

Bidders and the selected Contractor, if any, shall be responsible for confirming and adhering to the actual Davis-Bacon Wage Rates in effect at any time after the issuance of this IFB including, without limitation, during the Contract Term. Federal Davis-Bacon Wage Rates may be accessed through the U.S. Department of Labor's Website at: <http://www.wdol.gov/wdol/scafiles/davisbacon/ny.html>.

General Decision Number: NY140003 01/24/2014 NY3

Superseded General Decision Number: NY20130003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	01/24/2014

ASBE0012-001 07/01/2013

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 64.13	29.04
HAZARDOUS MATERIAL HANDLER.....	\$ 30.00	9.10

BOIL0005-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 49.47	33%+22.87+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 49.09	22.93
MASON - STONE.....	\$ 55.56	26.75

* BRNY0001-002 07/01/2013

Rates	Fringes
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Pointer, cleaner and caulker.....\$ 46.65 23.86

* BRNY0004-001 07/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 55.32	28.39

* BRNY0007-001 01/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 45.73	31.79
TERRAZZO WORKER/SETTER.....	\$ 47.34	31.80

* BRNY0020-001 07/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 44.07	28.17

* BRNY0024-001 07/01/2013

	Rates	Fringes
BRICKLAYER MARBLE POLISHERS.....	\$ 38.40	22.28

* BRNY0052-001 06/01/2013

	Rates	Fringes
Tile Layer.....	\$ 51.05	29.56

* BRNY0088-001 06/01/2013

	Rates	Fringes
TILE FINISHER.....	\$ 40.29	26.42

CARP0001-009 07/01/2008

	Rates	Fringes
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Carpenters:

Carpenters & Soft floor layers.....	\$ 43.02	35.96
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CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.....	\$ 46.19	44.93

CARP1456-004 01/01/2011

	Rates	Fringes
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Dock Builder & Piledrivermen DOCKBUILDERS.....	\$ 46.21	38.36
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 CARP1456-005 01/01/2011

	Rates	Fringes
Diver Tender.....	\$ 41.16	38.46
Diver.....	\$ 58.01	38.46

 CARP1536-001 10/01/2010

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 42.63	31.32

 ELEC0003-001 11/09/2011

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 51.00	23.672
Jobbing, and maintenance and repair work.....	\$ 25.30	15.13+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday,
 Washington's Birthday, Memorial Day, Independence Day,
 Labor Day, Columbus Day, Election Day, Thanksgiving Day,
 the day after Thanksgiving Day, and Christmas Day

 ELEC1049-001 03/31/2013

QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment)		
Groundman.....	\$ 28.99	17.83
Heavy Equipment Operator....	\$ 38.65	18.14
Lineman and Cable Splicer...\$	48.31	23.07
Tree Trimmer.....	\$ 23.06	28.5%+9.75

 ELEV0001-002 03/17/2013

	Rates	Fringes
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ELEVATOR MECHANIC

Elevator Constructor.....	\$ 57.01	27.605+a+b
Modernization and Repair.....	\$ 45.14	27.455+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

 ENGI0014-001 07/01/2013

	Rates	Fringes
Pavement equipment operator		
Asphalt Plants.....	\$ 54.17	28.65+a
Asphalt roller.....	\$ 64.04	28.65+a
Asphalt spreader.....	\$ 65.76	28.65+a
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 85.00	28.65
GROUP 10.....	\$ 61.53	28.65
GROUP 11.....	\$ 57.46	28.65
GROUP 12.....	\$ 58.74	28.65
GROUP 13.....	\$ 59.21	28.65
GROUP 14.....	\$ 44.63	28.65
GROUP 15.....	\$ 41.44	28.65
GROUP 2.....	\$ 70.10	28.65
GROUP 3.....	\$ 72.34	28.65
GROUP 4.....	\$ 70.63	28.65
GROUP 5.....	\$ 69.23	28.65
GROUP 6.....	\$ 66.45	28.65
GROUP 7.....	\$ 67.70	28.65
GROUP 8.....	\$ 65.76	28.65
GROUP 9.....	\$ 64.34	28.65
Steel erector		
Compressors, Welding Machines.....		
	\$ 41.84	28.65
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.....		
	\$ 70.50	28.65
Three drum derricks.....		
	\$ 73.37	28.65
Utility Laborer		
Horizontal Boring Rig.....	\$ 62.53	28.65
Off shift compressors.....	\$ 51.93	28.65
Utility Compressors.....	\$ 41.18	28.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50
 150' to 249' boom - add .75
 250' to 349' boom - add 1.00
 350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75
 150' to 249' boom - add 2.00
 250' to 349' boom - add 2.25
 350' to 450' boom - add 2.75
 Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day;

Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

 ENGI0014-002 07/01/2013

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 65.83	28.65+a
GROUP 2.....	\$ 69.74	28.65+a
GROUP 3.....	\$ 63.58	28.65+a
GROUP 4.....	\$ 57.82	28.65+a
GROUP 5.....	\$ 43.28	28.65+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

 IRON0040-002 07/01/2013

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 46.75	50.98

 IRON0046-003 07/01/2013

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 40.00	30.16

 IRON0197-001 06/01/2013

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 41.00	36.57

 IRON0361-002 07/01/2013

KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 46.75	50.98

 IRON0580-001 07/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 42.30	42.12

 LABO0029-001 07/01/2013

	Rates	Fringes
Laborers: Heavy Blasters (hydraulic trac drill).....	\$ 41.30	29.10
Blasters.....	\$ 40.55	29.10
Hydraulic Trac Drill.....	\$ 29.92	29.10
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....	\$ 34.64	29.10
Powder Carriers.....	\$ 31.08	29.10
Wagon; Airtrac; Quarry Bar Drill Runners.....	\$ 35.07	28.00

 LABO0078-001 02/01/2013

	Rates	Fringes
LABORERS BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; &		

HAZARDOUS WASTE LABORERS
 (Hazardous Waste,
 Hazardous Materials,
 Biochemical and Mold
 Remediation, HVAC, Duct
 Cleaning, Re-spray
 Fireproofing, etc).....\$ 35.90 14.75

LABO0079-001 01/01/2014

	Rates	Fringes
Laborers Building Construction		
Demolition Laborers		
Tier A.....	\$ 36.41	23.29
Tier B.....	\$ 25.52	17.42
Mason Tenders.....	\$ 37.53	23.97

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LABO0147-001 07/01/2013

	Rates	Fringes
LABORERS (FREE AIR & TUNNEL).....	\$ 52.23	37.23

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LABO0731-001 07/01/2011

	Rates	Fringes
Laborers:		
Building, Heavy and Residential Construction		
UNSKILLED.....	\$ 38.20	30.27
UTILITY LABORER.....	\$ 38.05	30.27
Heavy & Highway Construction		
LABORER/EXCAVATION		

{Asbestos, Lead,
 Hazardous Waste Removal
 (including soil)/ CEMENT
 AND CONCRETE WORKERS.....\$ 36.64 26.21

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2011

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer.....	\$ 38.34	30.25
FORMSETTERS.....	\$ 42.21	30.25
LABORERS.....	\$ 38.34	30.25
Landscape Planting & Maintenance.....	\$ 38.34	30.25
Maintenance Safety Surface.....	\$ 38.34	30.25
Slurry/Sealcoater/Play Equipment Installer.....	\$ 38.34	30.25
Small Equipment Operator (Not Operating Engineer)....	\$ 38.34	30.25
Small Power Tools Operator.....	\$ 38.34	30.25

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1010-002 07/01/2011

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 44.86	30.25
Raker.....	\$ 44.37	30.25
Screedperson.....	\$ 44.86	30.25
Shoveler (Production Paving Only).....	\$ 41.08	30.25
Small Equipment Operator (Asphalt).....	\$ 41.08	30.25

PAIN0009-001 05/01/2013

	Rates	Fringes
GLAZIER.....	\$ 42.00	33.14
Painters:		
Painters, Drywall Finishers, Lead Abatement Worker.....		
	\$ 41.75	20.87
Spray, Scaffold and Sandblasting.....	\$ 44.75	20.87

PAIN0806-001 10/01/2012

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 47.00	32.08

PAIN1974-001 12/26/2012		

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 43.82	22.01

PLAS0262-001 02/01/2012		

	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80

PLAS0262-002 02/01/2012		

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80

PLAS0780-001 07/01/2013		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.63	38.95

PLUM0001-001 10/02/2013		

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND SERVICE		
Any repair and/or replacement of the present plumbing system that does not change the existing roughing.....	\$ 38.27	12.56
PLUMBERS:.....	\$ 64.87	24.40

PLUM0638-001 06/27/2012		

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS.....	\$ 51.25	49.54

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing

and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

 ROOF0008-003 07/01/2012

	Rates	Fringes
ROOFER.....	\$ 39.00	27.35

 SHEE0028-002 09/15/2011

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 48.90	36.00
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

 TEAM0282-001 07/01/2013

	Rates	Fringes
Truck drivers:		
TRUCK DRIVERS:		
Asphalt.....	\$ 38.57	40.1025+a
Euclids & Turnapulls.....	\$ 38.105	40.1025+a
High Rise.....	\$ 46.01	38.9125+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:

(A) Federal Employer Identification Number And/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(B) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written Agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written Agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written Agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rate of pay or other forms of compensation;

(b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Contractor or Subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the NYS Department of Economic Development's Division of Minority- and Women-Owned Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this subsection, the terms of this subsection shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any Subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the Subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. PURCHASES OF APPAREL. In accordance with State Finance Law §162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance

with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each Subcontractor and a list of all manufacturing plants to be utilized by the bidder.

20. CONTRACT TERMINATION PROVISION. The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

**DESIGNATION OF AFFIRMATIVE ACTION REPRESENTATIVES
BY CONTRACTORS/SUBCONTRACTORS**

In accordance with Equal Employment Opportunity (EEO) and Disadvantaged/Minority/ Women's Business Enterprise (D/M/WBE) Utilization participation requirements of the New York City Department of Transportation contract identified below, the following information shall be furnished by the contractor and all subcontractors prior to approval to work.

1. **Contract No.** _____ 2. **County** _____

3. **Contractor:** or **Subcontractor:**

Name _____

Address _____

City/State/Zip _____

4. **Equal Employment Opportunity Officer:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone (____) _____

5. **Contract Site Equal Employment Opportunity Representative:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone (____) _____

6. **Disadvantaged/ Minority/Women's Business Enterprise (D/M/WBE) Officer:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone (____) _____

7. **Designation Submission:** Initial Revised

This form shall accompany D/M/WBE pre-award submittals AAPHC 89 to the Contract Compliance Unit.

**New York City Department of Transportation
SUBCONTRACTOR/ CONSULTANT PROFILE FORM**

Initial Revised Final

DOT Project Manager: _____

CONTRACT INFO

PRIME INFO

Type: Construction Professional Services Standard Services
 Funding: FHWA FTA STATE CITY
 Unit/ Division: _____
 Contract No.: _____
 Contract Reg. No.: _____
 Procurement Id No. (PIN): _____
 Contract Value: _____
 Over All Minority Goal: _____ % MWBE _____ % DBE

Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 EIN: _____
 E-Mail: _____
 _____ % MBE (NYS) _____ % WBE (NYS)

Contract Description:

SUBCONTRACTOR INFO

Subcontractor Subconsultant Material Supplier Trucking Services Fabricator Standard Services
 Yes No Has a Registered Apprenticeship Program. If Yes, Please attached supporting documentation.
 Yes No Has Required Licenses. If Yes, Please attached supporting documentation.

Subcontract Value: _____ **Start Date:** _____ **End Date:** _____

Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 EIN: _____
 E-Mail: _____

CERTIFIED AS

MBE (NYC) WBE (NYC) MBE (NYS) WBE (NYS)
 DBE LBE Non-Profit

CHECK APPROPRIATE BOX (*Only if one of the above has been selected)

Black* Hispanic* Asian/Pacific Islander*
 Asian/Pacific American* Native American Indian*
 Subcont. Asian American* Alaskan Native*
 Non-Minority Other* (Explain)

Subcontract Description:

Prime Contractor Certification

I hereby affirm that the information supplied is true and correct.

Print Name: _____ Title: _____ Signature: _____ Date: _____

*Submit Completed Form To: NYC-DOT/ Contract Compliance Unit/ 55 Water Street - Rm: 825, New York, NY 10041-0004
 Attn: Charles Bartolotta/ cbartolotta@dot.nyc.gov*

Agency - CCU Director Preliminary Review

Completed By: _____ Date: _____
 1. Apprenticeship 2. Licenses

Agency - VRU Director Preliminary Review

Completed By: _____ Date: _____
 3. Vendex 4. Employment 5. References

Final Agency Approval

Signature: _____ Date: _____ APPROVED NOT APPROVED

*** VRU DO NOT FORWARD SUPPLIERS/ TRUCKING PROFILE FORMS TO CMU.**

FMS - Contract Management Unit

FMS Entered By: _____ _____ _____
 Print Name Signature Date

INSTRUCTIONS

- Prime Contractor must complete this form.
- A Subcontractor Profile Form must be completed for EACH Subcontractor that will perform work or supply material on the contract. Make additional copies of this form as needed.
- Please indicate if the form is the Initial, Revised or Final submission.
- Please indicate the name of the DOT Project Manager for this contract.

Contract Info:

Type: Indicate industry type as one of the following: Construction, Professional Services or Standard Services.

Funding: Indicate contract funding: FHWA, FTA, State, or City (MWBE and Non-MWBE).

Unit/ Division: Specify unit or division letting this contract. i.e. Bridges/ Traffic/ Ferries, etc.

Contract No.: Enter New York City Contract No. as appropriate. (Example: BRC100)

Contract Registration No.: If known, enter the Registration No. assigned to this contract.

Procurement Id No. (PIN): Enter New York City PIN No. as appropriate. (Example: 84109MBSA000)

Contract Value: Enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Agency for this project.

Over All Minority Goal: Enter minority percentage goal required for this contract.

MWBE / DBE: Enter minority requirement on this contract.

Contract Description: Enter project description.

Prime Info:

CONTRACTOR: "Contractor" means a person, including a vendor, who is a party or a proposed party to a contract with a contracting agency, first-level subcontractors of supply and service contractors, and all levels of subcontractors of construction.

Name: Enter the legal name of the Prime's firm.

Address: Enter current business address.

Phone: Enter current business phone number or a number where business representatives can be located.

Fax: Enter business fax number.

EIN: Enter legal Employer Identification Number (EIN).

E-mail: Enter e-mail address, if any.

Subcontractor Info:

Describe utilization as one of the following: **Subcontractor, Sub consultant, Material Supplier, Trucking Services, Fabricator or Standard Services.**

Registered Apprenticeship Program: Prime Contractor must indicate if Subcontractor has a Registered Apprenticeship Program. A Subcontractor in the Construction field with a contract exceeding 1M must have a Registered Apprenticeship Program in place. Subcontractors must get a letter from the Union indicating that they are signatory contractors to their unions for the trades that they intend to use on this project and that they have a Registered Apprenticeship Program with NYSDOL.

Licenses: Prime Contractor must indicate whether or not a License is required for work of Subcontractor. If so, document that the Subcontractor has all required Licenses. Please attached License Certificate.

Subcontract Value: Enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Subcontractor for this project.

Start Date: Enter estimated date on which subcontractor work will begin.

End Date: Enter estimated date on which subcontractor work will be completed.

Name: Enter the legal name of the Subcontractor's firm.

Address: Enter current business address.

Phone: Enter current business phone number or a number where business representatives can be located.

Fax: Enter business fax number.

EIN: Enter legal Employer Identification Number (EIN) number.

E-mail: enter e-mail address, if any.

Certified As: Indicate what type of Minority Certification and Ethnic Group Designation the Subcontractor has, if any.

Check Appropriate Box: Ethnicity requirements apply only to minority subcontractors, subconsultants, material suppliers and trucking firms for reporting purposes to the NYC Small Business Services, Mayors Office of Contract Services and the Federal-Aid Construction Programs Contract Compliance Monitoring and Reporting.

Subcontract Description: Describe work to be perform by Subcontractor/ Subconsultant.

i.e. (Fencing, Painting, Construction or Construction Management Services, Trucking, Towing Services, Tree Pruning/Planting)

Prime Contractor Certification:

Enter Name, Title, Signature, and Date of completion of this form by the Company Official.

Submit Completed Form To:

NYC-DOT/ Contract Compliance Unit

55 Water Street - 8th Floor

New York, NY 10041-0004

Attn: Charles Bartolotta

cbartolotta@dot.nyc.gov

D / M / WBE SOLICITATION LOG

Letting Date /##/####

Date Submitted ##/##/####

County

Contract No.

Contractor Name & Address

Contract Name:

E-Mail:

Telephone No: ()###-####

	Firm Name Contact	Program	Telephone No. E-Mail Address	NYS DOT Work Code(s)	Date of Contact	Method(s) of Contact	D/M/WBE Response Code(s)	Bidder Action Code(s)
1		Select One	()###-####		##/##/	Select One		
2		Select One	() -		##/##/	Select One		
3		Select One	() -		##/##/	Select One		
4		Select One	(###)###-		##/##/	Select One		
5		Select One	() -		##/##/	Select One		
6		Select One	() -		##/##/	Select One		
7		Select One	() -		##/##/	Select One		
8		Select One	() -		##/##/	Select One		
9		Select One	() -		##/##/	Select One		
10		Select One	() -		##/##/	Select One		

D/M/WBE Response Codes 11- Submitted Written Quote 12- Submitted Verbal Quote 13 - Negotiating with prime 14- Developing Quote
 21- Not Certified for Items(s) 22- Location Unacceptable 23- No Price Agreement 24- No Time for Bid 25- Schedule Unacceptable 26- Other
 31- Selected 32- Unavailable 33- No Longer in Business 34- Undeliverable 35- Unreachable 36- Unresponsive 37- Not Selected

Bidder Codes:

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET**

CONTRACT No.	COUNTY	F. A. PROJECT No.	PAGE No. OF	DATE SUBMITTED
---------------------	---------------	--------------------------	-----------------------	-----------------------

<p align="center">CONTRACTOR</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>_____</p> <p>PHONE _____</p> <p>FED. ID No. _____</p>	<p align="center">SUBCONTRACTOR</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>_____</p> <p>PHONE _____</p> <p>FED. ID No. _____</p>
---	--

The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.

EST. BEGINNING DATE (Mo & Yr) ____/____/____	EST. COMPLETION DATE (Mo & Yr) ____/____/____
--	---

This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No Work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Regional Director. The signators below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

Contractor's Signature _____	Date _____	Subcontractor's Signature _____	Date _____
-------------------------------------	-------------------	--	-------------------

	ITEM No.	ITEM NAME	< 100 %	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1							
2							
3							
4							
5							
6							
7							
8							
9							
TOTALS: \$				\$	\$	\$	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. Regional approval of an Approval to Subcontract form AAPHC 89 is required prior to subletting or otherwise assigning any part of the contract.

APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY: _____	DATE APPROVED ____/____/____
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NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET

New York City Department of Transportation DBE General Provisions requires that prior to contract award, Prime Contractors must obtain written consent of the Department to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet has been designated for use as form AAPHC 89. When submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheets are to be submitted directly to CCU as attachments to a revised Utilization Plan, form AAP 19.

CONTRACT No.: Enter New York City contract number. (Example: BRC100)

COUNTY: Enter name of county or counties of this project. (Example: Bronx)

F.A. Project No.: Enter only for Federal Aid Projects. (Example: I-87-3(177))

PAGE No.: Enter 1 of 1, 1 of 2, or 2 of 2 etc. Use additional forms as needed.

DATE SUBMITTED: Enter date completed forms are submitted to OCC (MM/DD/YY)

CONTRACTOR AND SUBCONTRACTOR DATA: Enter names, and addresses (including ZIP code), telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Subcontractor.

EST. BEGINNING DATE: Enter estimated month and year in which subcontractor work will begin.

EST. COMPLETION DATE: Enter estimated month and year in which subcontractor work will completed.

SIGNATURES: Authorized representatives of both the prime and subcontractor sign and date.

ITEM No. AND ITEM NAME: Enter each item or specification number and name. If only part of an item is to be subcontracted check the "less than 100%" box and attach a description of the specific work to be performed.

BID AMOUNT: Enter the prime contractor total bid price for items of work being subcontracted, item by item, under appropriate heading of "Specialty" or Non-Specialty" and enter totals for each "Specialty" items, if any, are designated in the contract proposal. If only part of an item is to be subcontracted enter the amount of the prime contractor bid amount that represents the portion of the item that is being subcontracted: For other than subcontract work, i.e. material supplier and off-site trucking or other services no entry is required under "Specialty" or "Non-Specialty" headings.

DBE ONLY AGREED AMOUNT: In addition to completing the appropriate bid amount columns as described above on the utilization worksheet enter the agreed amount for each item of work to be performed by a certified DBE. Indicate if the contractor's Utilization Plan whether subcontractor, material supplier, trucker or provider of other services

TOTALS: Enter the sum of all Bid Amounts and DBE Agreed Amounts, if any.

Subcontractor Approvals and Approval Amendments will be sequentially numbered for each prime contract in the order that may be approved. An approved copy will be provided to the prime contractor and the Engineer-in-Charge of the contract in each instance.

**CITY OF NEW YORK
INITIAL LIST OF SUBCONTRACTORS ("INITIAL LOS")**

Page 1 of

Directions: For all contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form to indicate a list of persons to which it intends to award subcontracts to within the first 12 months following receipt of the Notice to Proceed ("NTP"). The contractor is required to submit this form within 30 days of the contracting agency's issuance of the NTP. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:	
Phone:	Fax:
Address:	City State/Zip:
EIN/SSN:	E-Mail:

SUBCONTRACTOR #1 INFORMATION

Name:	
Phone:	Fax:
Address:	City State/Zip:
EIN/SSN:	E-Mail:
Subcontract Description:	
Approximate Subcontract Value: \$	Approx. Start Date: Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>	

SUBCONTRACTOR #2 INFORMATION

Name:	
Phone:	Fax:
Address:	City State/Zip:
EIN/SSN:	E-Mail:
Subcontract Description:	
Approximate Subcontract Value: \$	Approx. Start Date: Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>	

SUBCONTRACTOR #3 INFORMATION

Name:	
Phone:	Fax:
Address:	City State/ZIP:
EIN/SSN:	E-Mail:
Subcontract Description:	
Approximate Subcontract Value: \$	Approx. Start Date: Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>	

Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**CITY OF NEW YORK
INITIAL LIST OF SUBCONTRACTORS ("INITIAL LOS")**

Page 2 of

Directions: For all contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form to indicate a list of persons to which it intends to award subcontracts to within the first 12 months following receipt of the Notice to Proceed ("NTP"). The contractor is required to submit this form within 30 days of the contracting agency's issuance of the NTP. Each page should be signed and certified.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	

SUBCONTRACTOR #4 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #5 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #6 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/ZIP:
EIN/SSN:	E-Mail	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET AMENDMENT**

CONTRACT No.	COUNTY	F. A. PROJECT No.	PAGE No. OF _____	DATE SUBMITTED
---------------------	---------------	--------------------------	-----------------------------	-----------------------

<p align="center">CONTRACTOR</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>_____</p> <p>PHONE _____</p> <p>FED. ID No. _____</p>	<p align="center">SUBCONTRACTOR</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>_____</p> <p>PHONE _____</p> <p>FED. ID No. _____</p>
---	--

The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.

EST. BEGINNING DATE	EST. COMPLETION DATE
(Mo & Yr) ____ / ____	(Mo & Yr) ____ / ____

This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Regional Director. The signatories below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

Contractor's Signature	Date	Subcontractor's Signature	Date
-------------------------------	-------------	----------------------------------	-------------

ONLY LIST ITEMS TO BE ADDED, DELETED, INCREASED OR DECREASED: See Instructions.

ITEM No.	ITEM NAME	Previous or New Entry	< 100%	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1		PREV					
		NEW					
2		PREV					
		NEW					
3		PREV					
		NEW					
4		PREV					
		NEW					
5		PREV					
		NEW					
Total all PREV Bid Amounts & D/M/WBE Agreed Amounts:							
Total all NEW Bid Amounts & D/M/WBE Agreed Amounts:							
NET TOTAL AMENDMENTS:				\$	\$	\$	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. Regional approval of an Approval to Subcontract (Amended) form AAPHC 89-1 is required prior to subletting or otherwise assigning any new work shown on this worksheet.

APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:	DATE APPROVED / /
--	-----------------------------

**INSTRUCTIONS FOR COMPLETING FORM AAPHC 89-1
DBE UTILIZATION WORKSHEET AMENDMENT**

New York City Department of Transportation DBE Provisions requires that prior to contract award; Prime Contractors must obtain written consent of the Department to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor. The DBE Utilization Worksheet Amendment is used to describe in item detail any change (addition, subtraction, increase and/or decrease) to a previously approved worksheet.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet Amendment has been designed for use as form AAPHC 89-1, when submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheet Amendments are to be submitted directly to OCC as attachments to a revised Utilization Plan, form AAP 19.

Approval of the Utilization Worksheet Amendment conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract.

Only one DBE Utilization Worksheet is to be submitted for each subcontractor on this prime contract. DO NOT submit amendments to the item(s) or amount(s) of work proposed for a subcontractor on another form AAPHC 89. After initial forms have been filed for a given subcontractor, any amendments to the item(s) or amount(s) of work to be performed by this subcontractor will be submitted on form AAPHC 89-1.

- Examples: (1) To add or delete items of work and/or increase or decrease the value of an item of work on a previously approved Utilization Worksheet: complete form AAPHC 89-1.
- (2) To transfer part of a previously approved Utilization Worksheet from one subcontractor to another previously approved subcontractor: complete two sets of forms AAPHC 89-1. On the first request approval to decrease previously approved value(s) and on the second request approval to increase previously approved value(s).
- (3) To transfer part of a previously approved Utilization Worksheet from one subcontractor to a new, not previously approved subcontractor: complete form AAPHC 89-1 and one form AAPHC 89. On the form AAPHC 89-1, request approval to decrease the value of a previously approved subcontract; on the form AAPHC 89, request approval to execute an entirely new subcontract with a new subcontractor.

AN AMENDMENT THAT REDUCES THE UTILIZATION OF AN APPROVED DBE MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION (i.e.. a letter of unavailability from the DBE).

CONTRACT NO.: Enter NYC contract number. Example: BRC100

COUNTY: Enter name of county or counties. Example: Manhattan & Brooklyn

F.A. PROJECT No.: Enter only for Federal-Aid projects. Example: I-87-3(177)

**NYC Department of Transportation
Contractor Report of Contract Payments**

Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	PIN & Contract # _____ _____	County _____	Report Date _____
Contractor Name and Address _____ _____		Subcontractor/Vendor Name and Address _____ _____	
Contractor Federal Identification Number _____		Subcontractor/Vendor Federal Identification Number _____	

Total Payments Due to Date:	
- Withholding to Date:	
= Total Payments to Date:	

Comments:

Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

As an officer or the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount herein pursuant to the last AAP HC-89-LL on file with the Department and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

Signed: _____

Title: _____
 (For Contractor)

PAYMENT CERTIFICATION

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP HC-89-LL on file and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

Signed: _____

Title: _____
 (For Subcontractor/Vendor)

Notarization

Print Name: _____
 (For Contractor)

Name of Organization:

 (For Contractor)

Print Name: _____
 (For Subcontractor/Vendor)

Name of Organization:

 (For Subcontractor/Vendor)

Any person who makes a false or fraudulent statement in connection with participation of a DBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.

Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer in Charge for the contract.

AAP 21LL Form Instructions:

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYC DOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the vendor to date.

Withholding to Date: Enter amount due vendor that has not been paid. Any withholding must be explained in the Comments section.

Total Payment to Date: Value of payments due to date less withholding.

Comments: Amounts recorded as withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

Signatures: Authorized representatives of both the Prime Contractor and Subcontractor/Vendor sign and date.

Notarization: The signatures must be notarized by a duly registered Notary Public.

The AAP 21LL is a cumulative to-date report of the total payments due a vendor, total retainage or other withholdings, and total payments made to the vendor. The AAP 21LL is to be submitted by the 15th day of the following month to the Regional Local Project Liaison (RLPL) for each vendor due payment during the previous month or when requested by the Project Sponsor or the NYC Department of Transportation. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL must be completed by both parties. The Final AAP 21LL should be submitted as soon as possible after the vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the vendor has completed its commitment.

The Prime Contractor shall submit a copy of the AAP 21LL signed by an authorized representative of their firm, to the Sponsor and to each vendor due payment on the project.

The Prime Contractor shall inform the Vendor of its responsibility to review the form for accuracy, to sign and return the form to the Sponsor, and to have the Vendor's signature on the AAP 21LL.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the New York City Department of Transportation and become a part of the records thereof and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony. (Penal Law, Section 175.35)

**New York City Department of Transportation
SUBCONTRACTOR / SUBCONSULTANT
MONTHLY PAYMENT REPORT**

CONTRACT No./ PIN No.: _____

Page No.: _____ of _____

REGISTRATION No.: _____

MONTH: _____

PRIME CONTRACTOR: _____

Work Completed _____ %
To Date: _____

SUBCONTRACTOR'S NAME / SUBCONSULTANT'S NAME	Certification (DBE, MBE, WBE, LBE, None)	Contract Value	Total Payments This Month	Total Payments To Date
TOTAL:				

REMARKS: _____

FALSIFICATION OF THIS STATEMENT IS A PUNISHABLE OFFENSE

I certify that the total payments above reflect the value of the work done by the subcontractors/subconsultants that payments have been made by the Contractor and received by the Subcontractor /Subconsultant as specified above; that there were no Rebates, Refunds or Offsets applied to any payments unless the same is noted above; and that it is known to me to be true of my knowledge.

PRIME CONTRACTOR'S / CONSULTANT'S NAME

DATE

PRINT NAME

TITLE

**INSTRUCTIONS FOR PREPARING AND SUBMITTAL OF
SUBCONTRACTOR / SUBCONSULTANT PAYMENT REPORTS**

*New York City Department of Transportation requires Prime Contractors / Consultants to report payments made to ALL SUBCONTRACTORS / SUBCONSULTANT that are utilized on city contracts. Prime Contractor/ Consultant report of payments to ALL SUBCONTRACTORS / SUBCONSULTANTS is required on a **monthly basis** or when requested by the Department. Failure by the Prime Contractor / Consultant to submit this report to the Department's Project Engineer-In-Charge or directly to Contract Compliance Office as directed and in accordance with the above may result in the withholding of payments.*

Prepare one report per contract and list ALL subcontractors / subconsultants employed on this project regardless of payments.

PAGE No.: Enter 1 of 1; 1 of 2; 2 of 2; etc. Use additional forms as needed.

CONTRACT No.: Enter New York City Contract No. or PIN No. as appropriate.
(Example: BRC100 or 84109MBSA000)

REGISTRATION No.: Enter the Registration No. assigned to this contract. This may be obtained from the "Notice of Award" and/or the "Order to Commence Work" letters.

MONTH: Enter month to which payment amounts refer.

PRIME CONTRACTOR / CONSULTANT: Enter the legal name of the Prime's firm.

WORK COMPLETED TO DATE: Enter the percentage of work **completed to date** in relation to the life of the contract.

SUBCONTRACTOR: Enter names of ALL Subcontractors employed by your firm that utilized on this project.

SUBCONSULTANT: Enter names of ALL Sub consultants employed by your firm that utilized on this project.

CERTIFICATION: Indicate what type of minority certification the Subcontractor/ Subconsultant has if any. Otherwise indicate "None". Do not leave it blank.

CONTRACT VALUE: For each Subcontractor / Subconsultant enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Subcontractor for this project.

TOTAL PAYMENTS THIS MONTH: Enter total Payments made to Subcontractor / Subconsultant for the indicated month.

TOTAL PAYMENTS TO DATE: Total Value of **Actual** Payments to Date, amount shown will be Total Payments Due less Retainage or Other Withholding, if any.

REMARKS: Prime Contractor / Consultant must indicate any monies under dispute or the subject of exceptions or withholdings; and a brief description of the circumstances leading to the dispute or exception.

SIGNATURE: Authorized representative of the Prime Contractor / Consultant must sign and date form.



AGENCY CHIEF CONTRACTING OFFICE
CIVIL RIGHTS COMPLAINT FORM

Today's Date: 2/28/2012

COMPLAINANT

Name	Telephone # - Home <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/>
Address	Email
City/State/Zip	Complaint received through <input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/> letter <input type="checkbox"/> In-Person

COMPLAINT AGAINST

Name	Telephone # - Home <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/>
Address	PIN
City/State/Zip	Registration #
Relationship to Complainant	

DESCRIPTION OF COMPLAINT

(Over)

NATURE OF COMPLAINT *(check all that apply)*

- Harassment Intimidation Threats Coercion Other _____ *(explain)*

If you have checked any of the above, please indicate the basis of the civil rights violation below.

- Race Disability Age Ethnicity Sexual Orientation Retaliation for Filing a Complaint
 Gender National Origin Religion Title VI – Refer to Title VI Officer
 Other: _____ *(explain)*

INTAKE	
Name	Title
Signature	Date

RESOLUTION

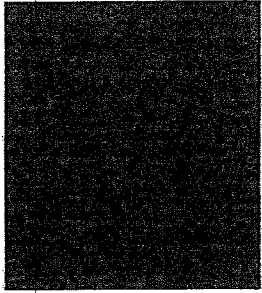
ATTACHMENTS

PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION

Contract No.	PIN

Project Sponsor	County

Supervisor of the day-to-day DBE trucking operation is:



DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

NOTE: A Low Bidder that submits a DBE Utilization Pre-Award Package that includes amount(s) for trucking, must complete this form to show how the commitment amount was estimated. For any long-term leased truck, submit a copy of the lease agreement. Rate should be stated as \$/day, \$/hour, \$/load, etc. and estimated duration/number of loads. (i.e., 1 truck @ \$400/day for 3 weeks = \$6,000)

**CITY OF NEW YORK
ANNUAL LIST OF SUBCONTRACTORS ("ANNUAL LOS")
Page 1 of**

Directions: For all multi-year contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form annually to indicate a list of persons to which it intends to award subcontracts to during each twelve month period following the initial year of the contract term. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	

SUBCONTRACTOR #1 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #2 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #3 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/ZIP:
EIN/SSN:	E-Mail	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**CITY OF NEW YORK
ANNUAL LIST OF SUBCONTRACTORS ("ANNUAL LOS")**

Page 2 of _____

Directions: For all multi-year contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form annually to indicate a list of persons to which it intends to award subcontracts to during each twelve month period following the initial year of the contract term. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	

SUBCONTRACTOR #4 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #5 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #6 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/ZIP:
EIN/SSN:	E-Mail	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

ATTACH TO CONTRACT DOCUMENTS

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

PROJECT ID: HWK1130B

**RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:**

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

**SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE**

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

**OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL**

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

**INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

ADDENDUM NO. 3

DATED: March 23, 2009

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of said Contract Documents to the same extent as if it was originally included therein.

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

EP-7 GAS COST SHARING STANDARD SPECIFICATIONS

TABLE OF CONTENT

I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General
2. Gas Interferences And Accommodations
 - 2a. Water Main Accommodations
 - 2b. Sewer Accommodations
3. Quantity Overruns, EP-7 Funded Bid Items
4. Changes And Extra Work
5. Excavation
6. Backfilling And Street Restoration
7. Non-Responsive Bids
8. Minimum Clearances
9. Work By Facility Operator
10. Materials Furnished By Facility Operator
11. Liability And Insurance
12. Width And Depth Of Excavation
13. Depth And Crossing Angles Of Gas Facilities
14. Maintenance Of Traffic For Gas Work
15. Relocated Gas And Temporary Systems Installation
16. Role Of Company Inspector
17. Coordination With Gas Company

III - TECHNICAL SECTION

- SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.
- SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.
- SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.
- SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.
- SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)
- SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)
- SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)
- SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)
- SECTION 6.06 - Special Care Excavation And Backfilling.
- SECTION 6.07 - Test Pits For Gas Facilities.

IV - STANDARD SKETCHES; GAS COST SHARING WORK

- NO. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4'-0" Wide At Any Angle
- NO. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- NO. 2 - Typical Methods Of Measurement For Gas Crossings
- NO. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- NO. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- NO. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract include bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, provide accommodations and, avoid disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b. Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and

protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to

the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

This item shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional

backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to Temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or

furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in it's entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities, then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in

accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain

the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench excavation multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins,

chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting

over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as direction of the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

- 1. National Grid - \$586.90 per Service/and Visit
- 2. Con Edison - \$524.00 per Service/and Visit

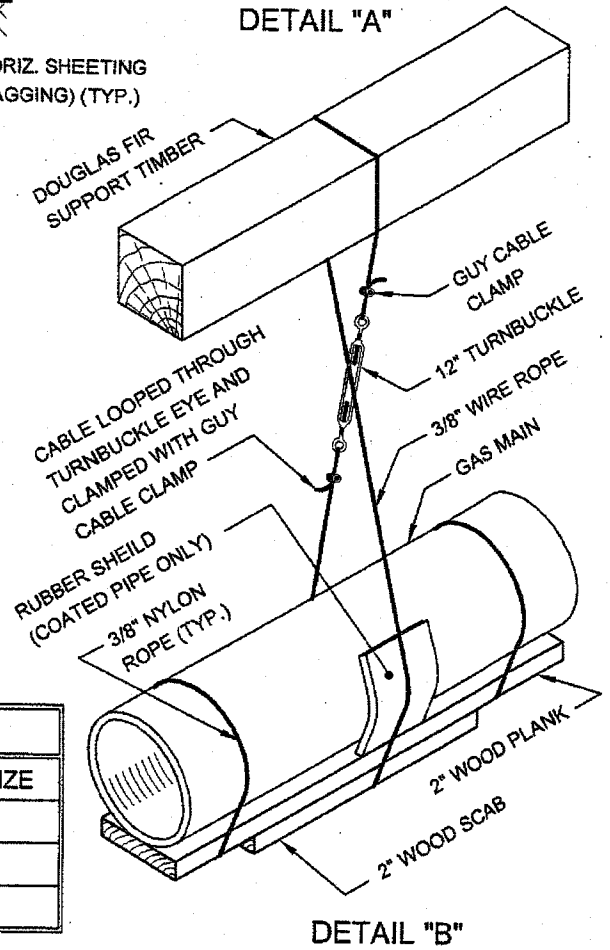
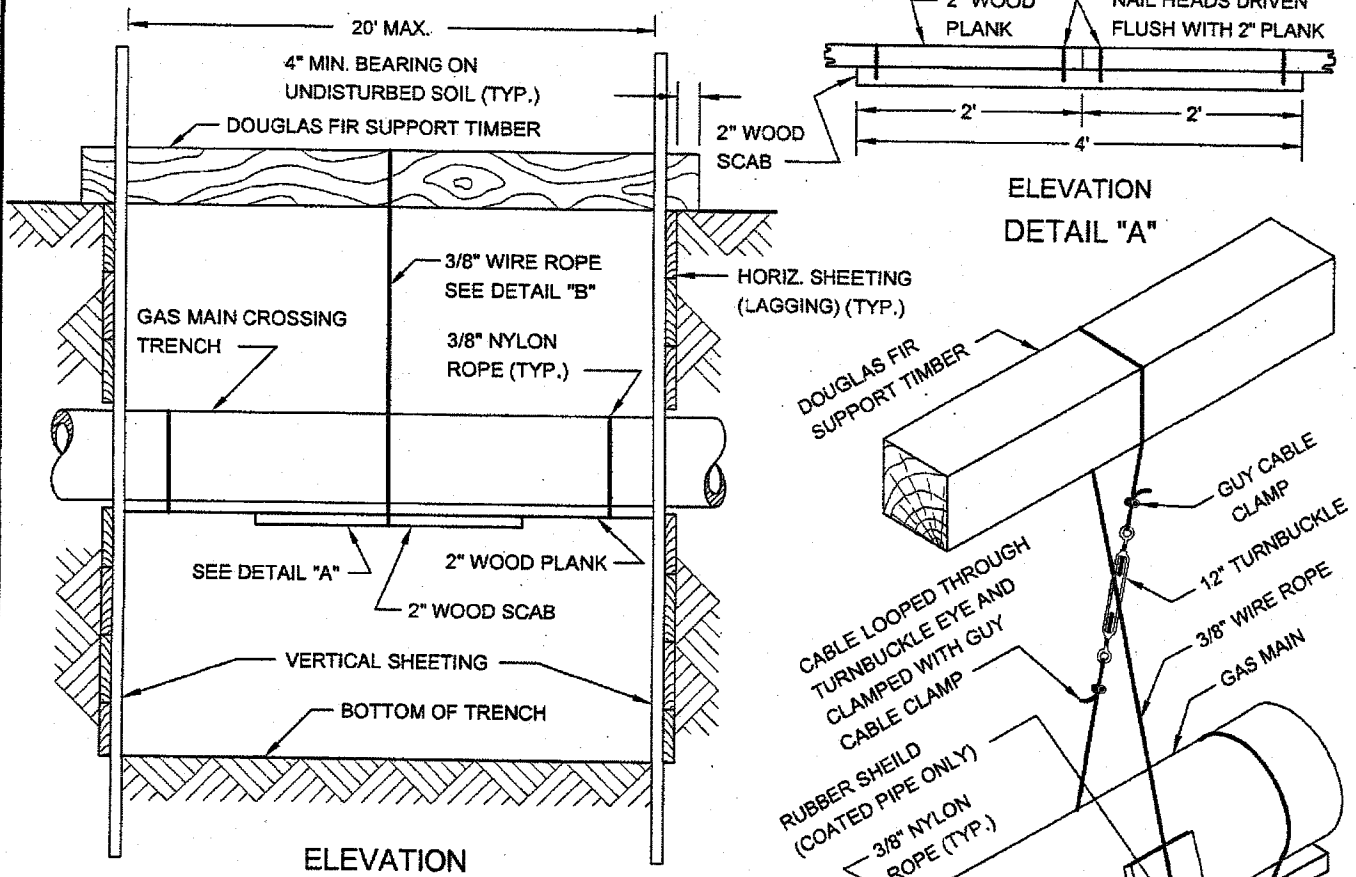
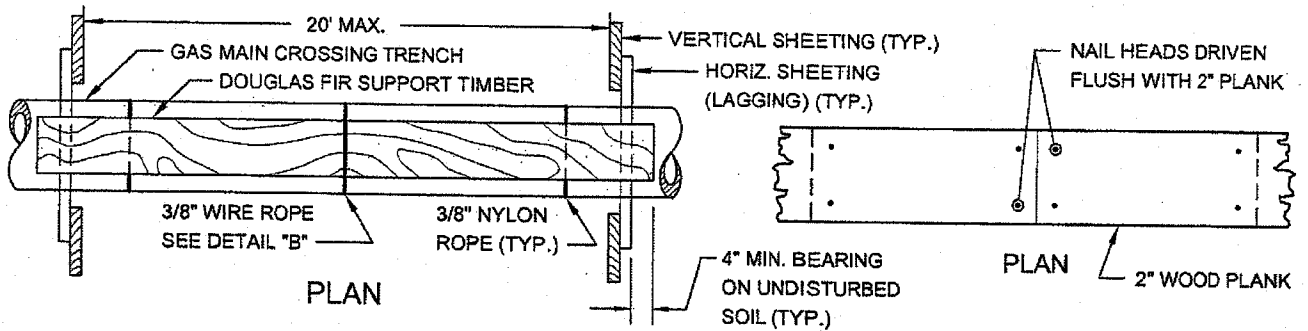
IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

GAS COST SHARING WORK (SKETCH NO. 1)

SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE

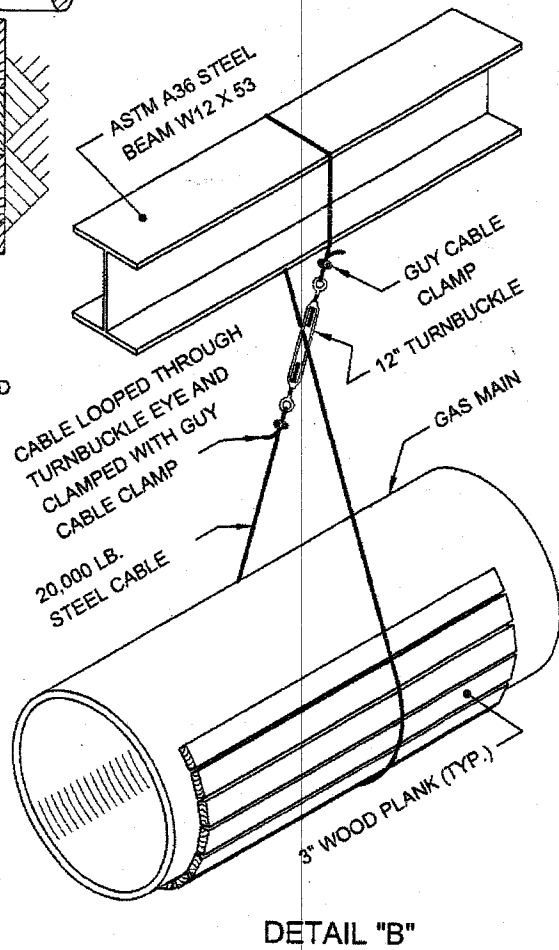
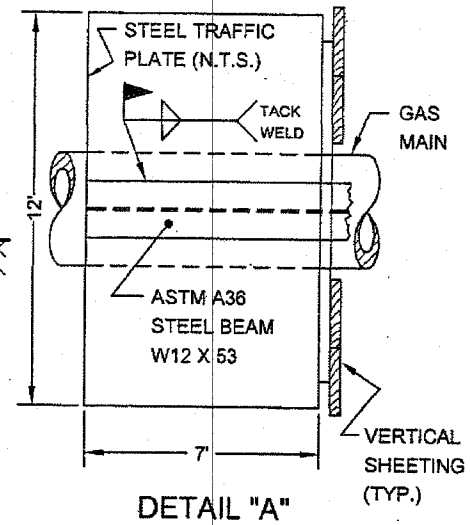
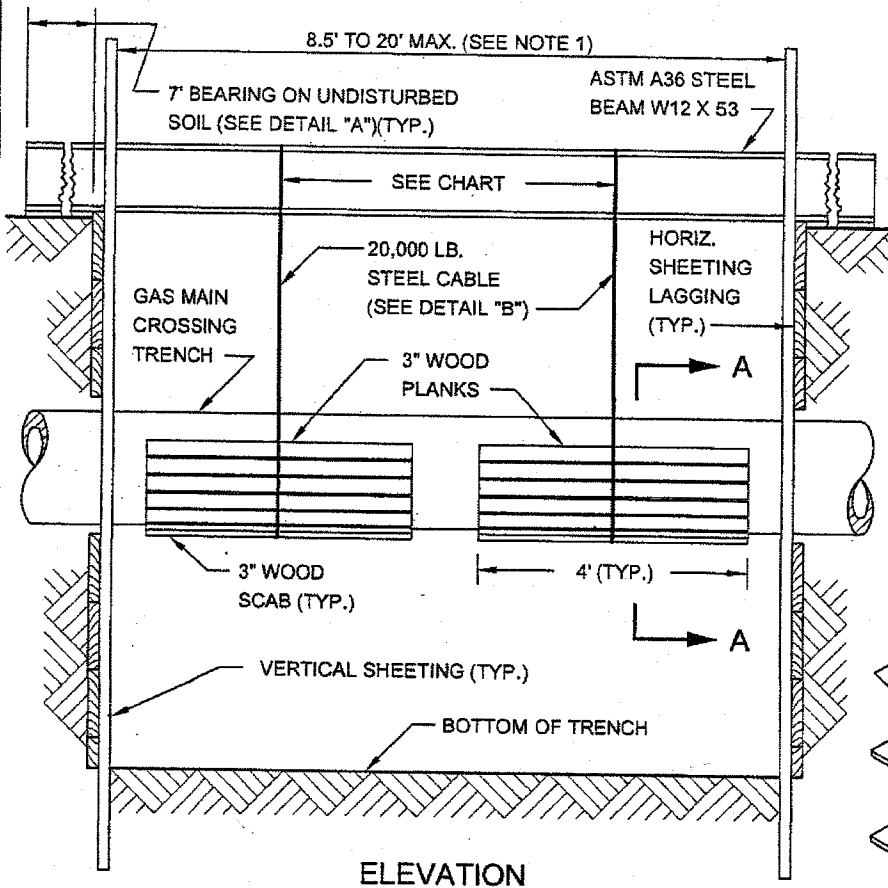


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

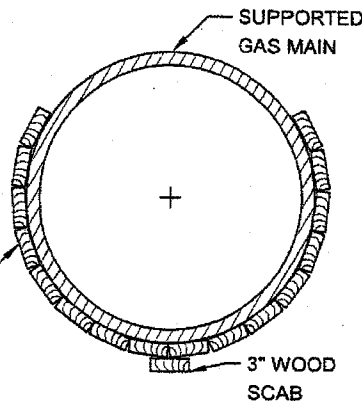
REVISED OCT. 2004 - L. ADRIEN
REVISED JUNE 1998 - J. WONG/TW. PATALANDIP. MOY

GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.

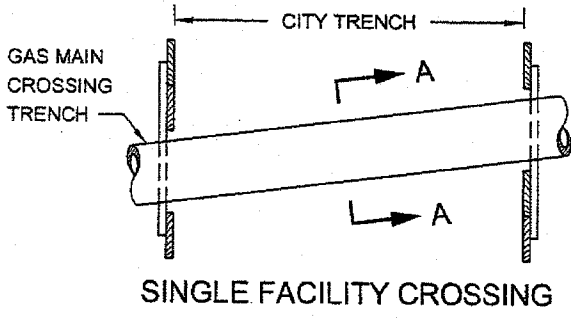


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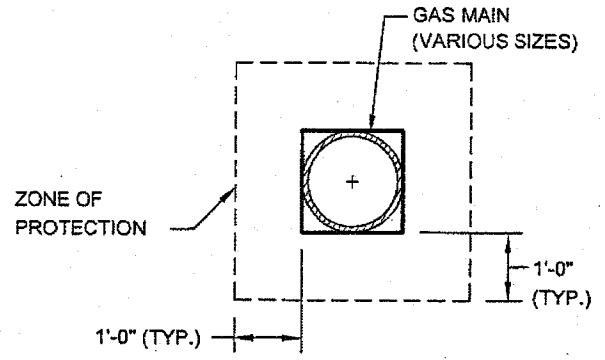
- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
- (2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.
- (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
- (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
- (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

GAS COST SHARING WORK (SKETCH NO. 2)

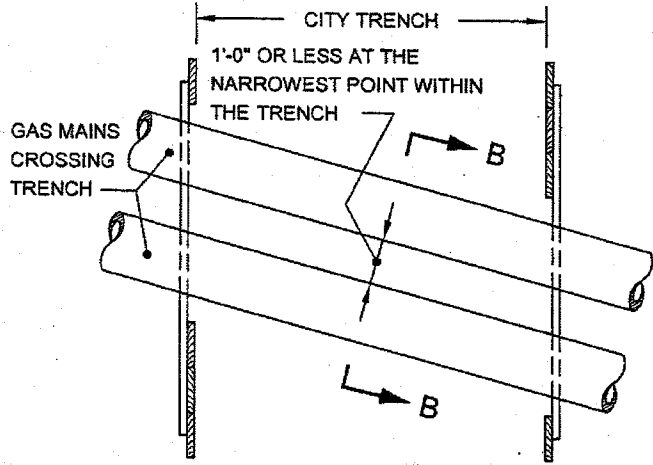
TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



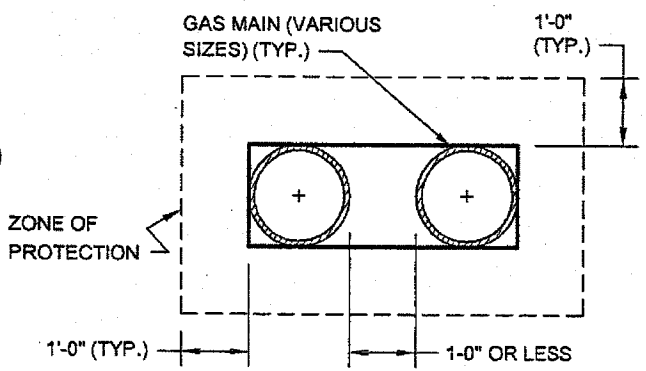
SINGLE FACILITY CROSSING



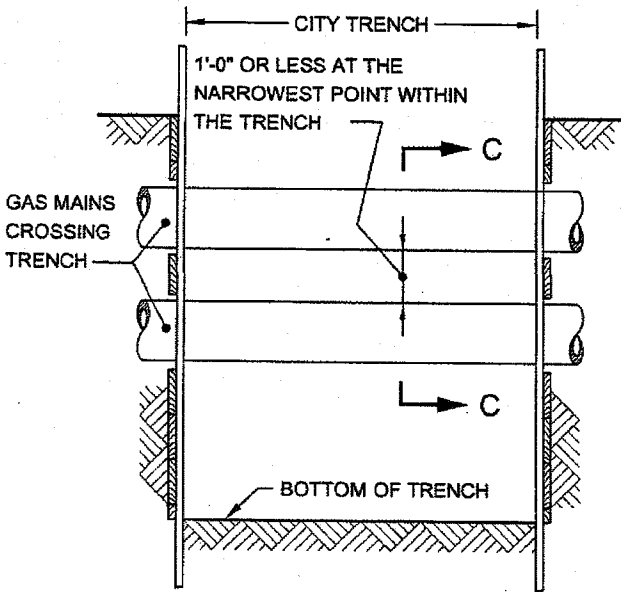
SECTION A-A



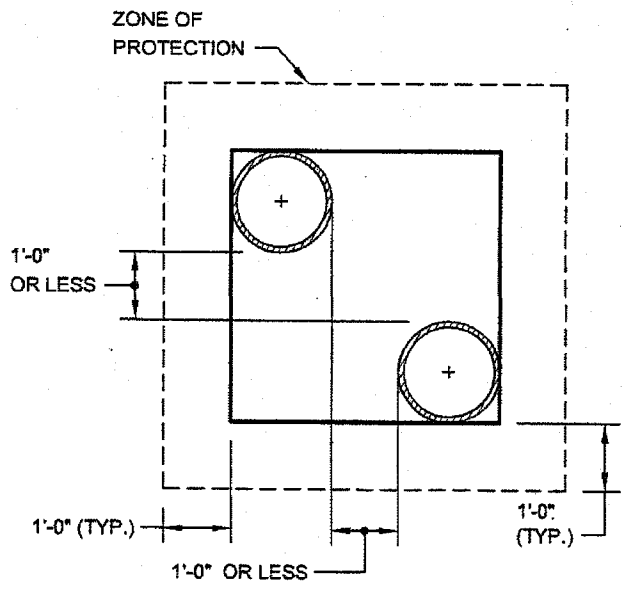
**MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)**



SECTION B-B



**MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)**

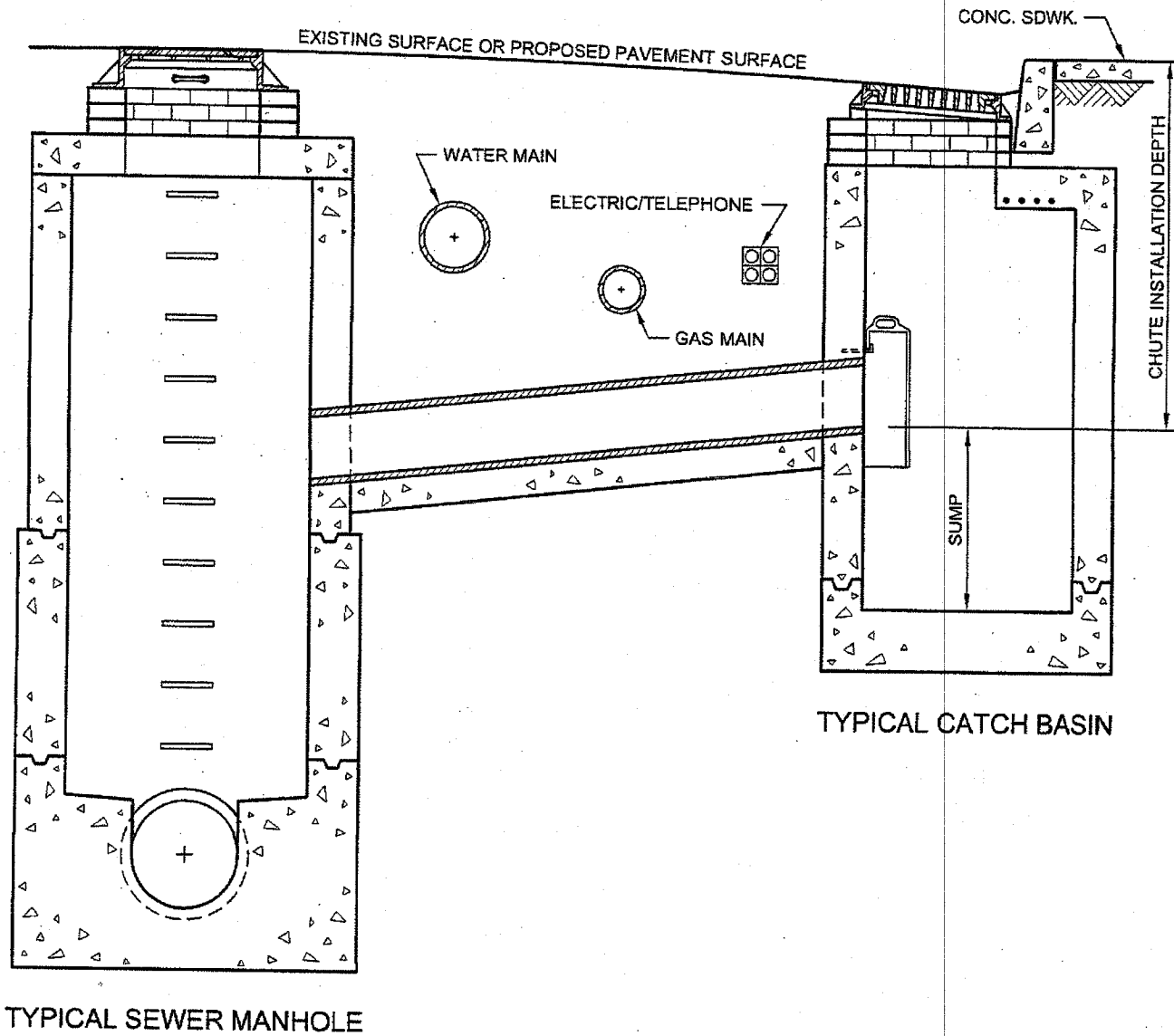


SECTION C-C

NOTE:
GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

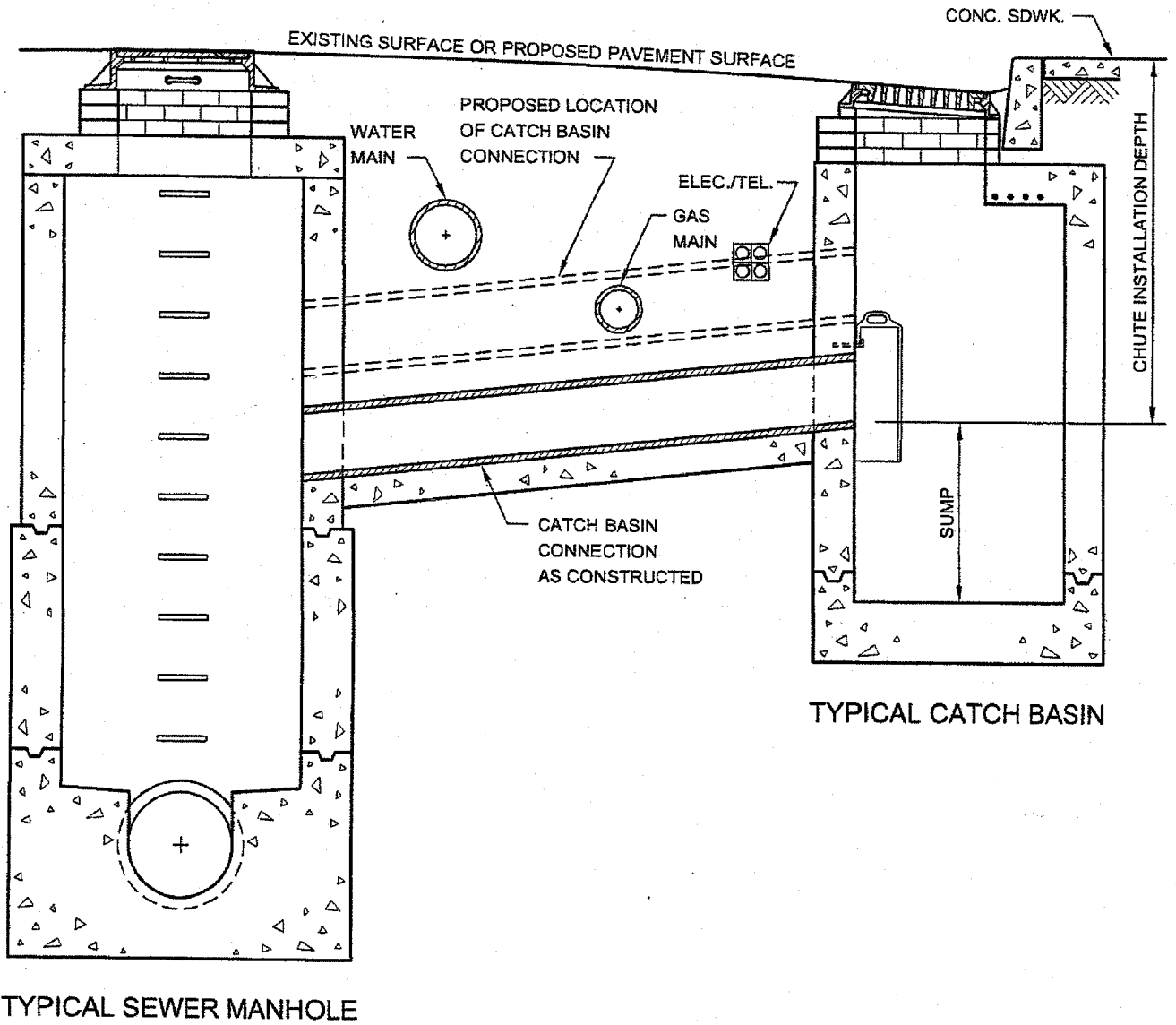
REVISED SEPT. 2004 - I. ADRIEN
REVISED SEPT. 2004 - J. WONGW. PATALANOP. MOY

GAS COST SHARING WORK (SKETCH NO. 3)
UTILITY CROSSINGS DURING CATCH BASIN CHUTE
CONNECTION PIPE INSTALLATION



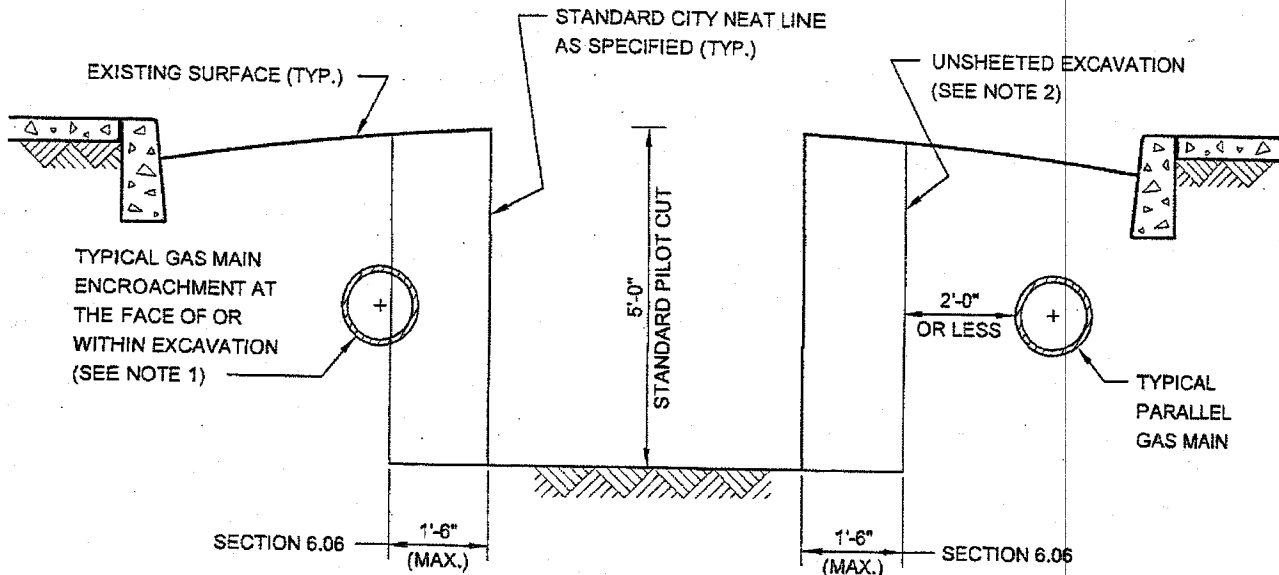
REVISED OCT. 1988 - J. WONG/W. PATALANOF, MOY
REVISED OCT. 2004 - I. ADRIEN

GAS COST SHARING WORK (SKETCH NO. 4)
 UTILITY CROSSINGS DURING CATCH BASIN CHUTE
 CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - L. ADRIEN
 REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 5)
GAS MAIN ENCROACHMENT ON AND/OR PARALLEL
TO EXCAVATION OF UNSHEETED TRENCH



NOTES:

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

**V - PRELIMINARY GAS WORK TO BE PERFORMED BY
FACILITY OPERATOR.**

APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

National Grid
287 Maspeth Avenue
Brooklyn, NY 11211
Mr. Gerard P. Lundquist
718-963-5506

(NO TEXT IN THIS AREA, TURN PAGE)

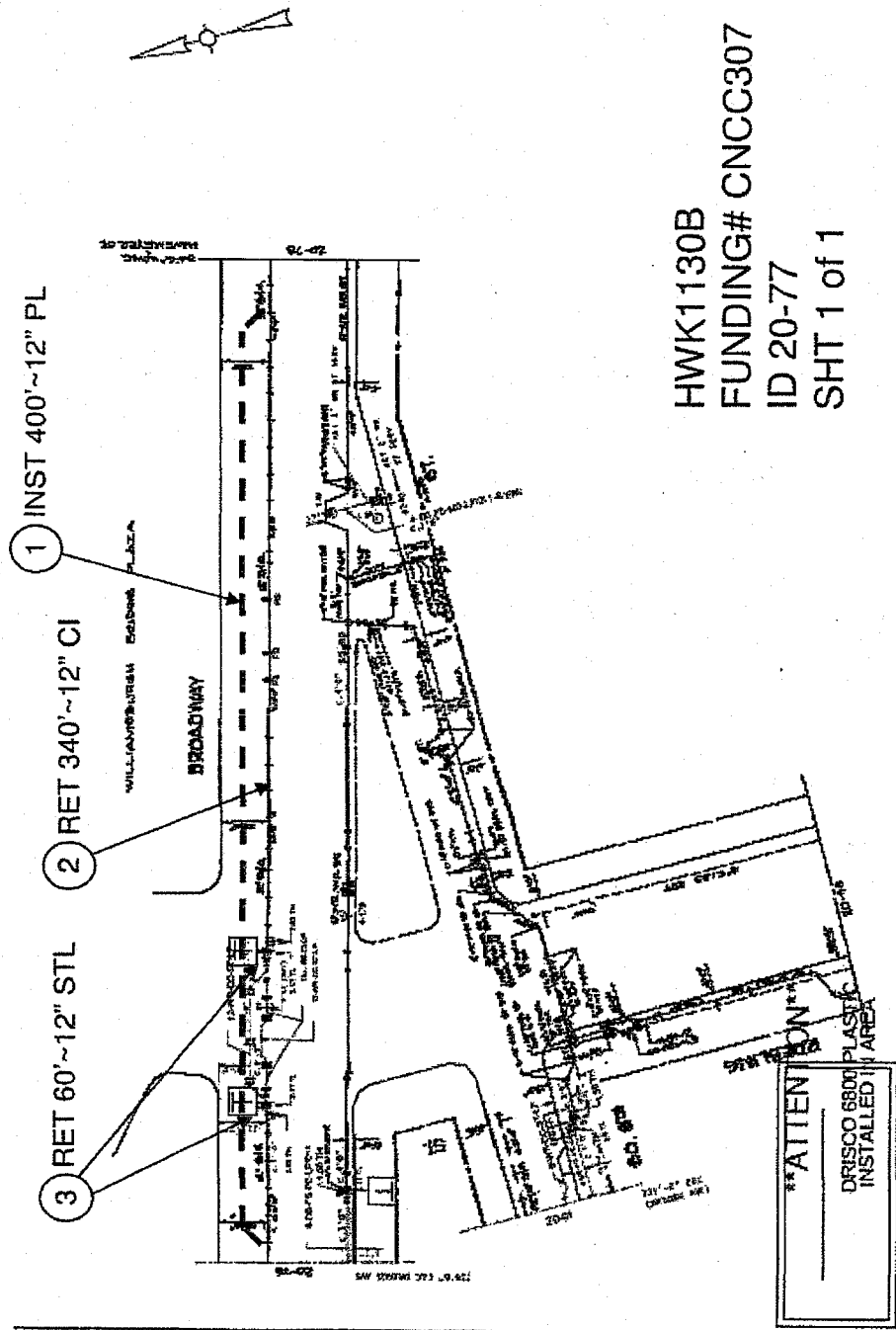
nationalgrid

CONTRACT # HWK1130B

COVER SHT 1 OF 1

ITEM#	SHEET	ON STREET	SIZE	PRESSURE	MATERIAL	LENGTH	REIM / NON-REIM	ACTIVITY
1	1	BROADWAY	12"	6WC	PE	400	REIM	INST
2	1	BROADWAY	12"	6WC	ST	60	REIM	RET
3	1	BROADWAY	12"	6WC	CI	340	REIM	RET

A3-22(a)



A3-22(e)

**VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID
ITEMS QUANTITIES.**

(NO TEXT IN THIS AREA, TURN PAGE)

EP-7 STD. SPECS
01/05/2005

Scope of Work Estimate
GAS COST SHARING SCOPE OF WORK
SUPPORT & PROTECTION
FOR CONTRACT NUMBER HWK-1130B
CITY OF NEW YORK

The New York City Department Of Design and Construction, Division Of Infrastructure, is proposing to install storm sewer(s) and / or water main(s) in the locations indicated below along with all work incidental thereto.

Item 6.01.1 Support & Protect Gas Main Crossing Sewer Up To 24" in Diameter (Ea.)

3 in Broadway Between Roebling Street & Havememeyer Street

Item 6.01.8 Support & Protect Gas Main Gas Services 3" And Less Crossing Sheeted Trench (Ea.)

10 in Broadway Between Roebling Street & Havemeyer Street

Item 6.01.9 – Support & Protect Gas Main Crossing Water Main Up to 20" Dia. (Ea.)

1 in Havemeyer Street
1 in South 8th Street @ Roebling Street
3 on Broadway @ Havemeyer Street
1 on Havemeyer Street @ South 5th Street

Item 6.02 – Extra Excavation for the installation of Catch Basin sewer drain pipes with gas interferences (Ea.)

5 on Broadway
1 on South 8th Street

Item 6.03 – Removal of Abandoned Gas facilities. All Sizes (L.F.)

100 in Various Locations, As Required

**Item 6.03.1 – Removal of Abandoned Gas Facilities. All Sizes with possible coal tar wrap (L.F.)
(For National Grid Only)**

50 in Various Locations, As Required

Item 6.04 – Adjust Gas Hardware to grade using Spacer Rings / Adaptors (Street repaving) (Ea.)

3 in Various Locations, As Required

Item 6.05 – Adjust Gas Hardware to Grade By Resetting (Road Reconstruction) (Ea.)

3 in Various Locations, As Required

A3-23(a)

Scope of Work Estimate
GAS COST SHARING SCOPE OF WORK
SUPPORT & PROTECTION
FOR CONTRACT NUMBER HWK-1130B
CITY OF NEW YORK

The New York City Department Of Design and Construction, Division Of Infrastructure, is proposing to install storm sewer(s) and / or water main(s) in the locations indicated below along with all work incidental thereto.

Item 6.06 – Special Care Excavation & Backfilling (C.Y.)

150 in Various Locations, As Required including all gas services crossing unsheeted watermain trenches

Item 6.07 – Test Pits For Gas Facilities (C.Y.)

10 in Various locations As Required

END OF ADDENDUM NO. 3

This addendum consists of thirty-three (33) pages.

A3-23(e)

ATTACH TO CONTRACT DOCUMENTS

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

PROJECT ID: HWK1130B

RECONSTRUCTION OF NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3 INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

**P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE**

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

**OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL**

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

**INCLUDING SEWER, WATER MAIN, CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT
MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN

ADDENDUM NO. 4

DATED: February 11, 2014

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

The Standard Sewer Specifications of the Department of Environmental Protection (dated August 1, 2009), Sewer Design Standards of the Department of Environmental Protection (dated September 2007) Revised January 2009), Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS
- D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

A. NOTICE TO BIDDERS

- (1) (A) The Contractor is advised that copies of the Standard Sewer Specifications (dated August 1, 2009), Sewer Design Standards (dated (September 2007) Revised January 2009), Standard Water Main Specifications (dated August 1, 2009), Specifications For Trunk Main Work (dated March 2012) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction
Division of Infrastructure
Design Services, Specifications, 3rd Floor
30-30 Thomson Avenue
Long Island City, NY 11101

- (B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation
55 Water Street, Ground Floor
New York City, NY 10041

- (2) The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, traffic signs and encumbrances including, but not limited, to underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated March 2012), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (8) 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.

- (9) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS

(1) **Refer** to Subsection 1.06.3 - Hours Of Work, Page I-4:

Add the following to Subsection 1.06.3:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

* Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

(2) **Refer** to Subsection 1.06.14 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-10:

Add the following to Subsection 1.06.14:

- (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Paul Cherian at (718) 904-4934 or Mr. Noel Leon at (718) 275-2852.

- (2) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. David Reid at (718) 977-8138.

(3) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Hakim Ghanem at (718) 888-4277.

(4) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

(3) **Refer to Subsection 1.06.20 - Contractor To Notify City Departments, Page I-12:**

Add the following to **Subsection 1.06.20:**

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Assistant Commissioner, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Nick Varone at (718) 624-4194.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. John Mueller at (718) 393-3229 or Mr. James Cruickshank at (718) 965-7739.

(4) **Refer to Subsection 1.06.27 - Salvageable Materials, Page I-14:**

Delete the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:

Substitute the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

- (5) **Refer** to **Subsection 1.06.29 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 1.06.29**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWK1130B.

- (6) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-19:
Delete **Subsection 1.08.2 - Vendors** in its entirety:
Substitute the following new **Subsection 1.08.2**:

1.08.2 VENDORS

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

- (7) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-20:
Add the following new **Subsection 1.08.7**:

1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

- (8) **Refer** to **Section 2.05 - Precast Reinforced Concrete Pipe**, **Subsection 2.05.4 - Materials, Workmanship And Finish**, Page II-10:

Delete from **Subsection 2.05.4**, paragraph (A) CONCRETE in its entirety:
Substitute the following:

(A) CONCRETE - The Concrete shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**, and be a homogeneous mixture of such proportions and quality that the pipe will conform to the design and test requirements of these specifications.

- (9) **Refer** to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-23:
Delete from **Subsection 2.15.3**, **Reference Number D 3.2.1** together with its paragraphs in their entirety:
Substitute the following:

D 3.2.1 **DELETE** 3.2.1 to 3.2.9 of GS11 and **SUBSTITUTE** the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN,

LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

- (10) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:
Add to Subsection 2.15.3, before Reference Number D 8.2 the following:

D 7.3.3 ADD the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

(11) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:

Delete from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:

Substitute the following:

D 16.3 Testing Service - ADD the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

(12) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:

Delete from Subsection 2.15.3, Reference Number D 16.8 together with its paragraphs in their entirety:

Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - ADD the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

CONCRETE TEST CYLINDERS

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

- (13) **Refer** to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) **Add** the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) **Delete** from Subsection 4.06.3, the fourth paragraph in its entirety:
Substitute the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than two (2) feet above the top of the sewer conduit (i.e. sewer pipes on cradles or encasements, reinforced concrete sewers, basin and house connections, culverts, etc.) to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from two (2) feet above the top of the sewer conduit to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) **Delete** from Subsection 4.06.3, the seventh paragraph in its entirety:
Substitute the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

- (14) **Refer** to Section 5.01 - Reinforced Concrete Sewers, Subsection 5.01.4 - Precast Reinforced Concrete Sewer, Paragraph (C) - Details, second paragraph, first line, Page V-4:

Change the words "C789 or C850 (as required)", to "C1433":

- (15) **Refer** to Section 5.05C - Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method, Subsection 5.05C.6 - Separate Payment, third paragraph, second line, Page V-49

Change the word, "nine", to "eleven":

- (16) **Refer** to Section 5.11 - Outfall Structures, Subsection 5.11.2 - Materials, Page V-95:

Delete from Subsection 5.11.2, paragraph (A) in its entirety:

Substitute the following:

(A) Concrete used for outfall structure (including headwalls, reinforced concrete sewer outfalls, cradles and encasements, chambers, manholes and catch basins) shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**; and, shall contain entrained air of six percent (6%), and a corrosion inhibitor. The corrosion inhibitor shall consist of a calcium

nitrite solution, containing 30 ±2% calcium nitrite solids by weight and having a specific gravity of 1.27 ±0.02. The corrosion inhibitor when used in the manufacturing process shall not produce a significant amount of chloride ions in the final product (less than 1,000-ppm). The ph shall be greater than 8. The admixture shall not contain chemicals that produce a condition injurious to the quality and durability of the concrete or reinforcing steel. Calcium nitrite, which acts as an accelerator, may be used in conjunction with compatible retarding admixtures to control setting time and workability of the concrete, consult the manufacturer of the product. The corrosion inhibitor must be added to the mix immediately after air entraining and retarding admixtures have been introduced into the batch. Acceptance of calcium nitrite based corrosion inhibitor shall be based upon it being listed in the most current New York State Department of Transportation's "Approved List Of Calcium Nitrite Based Corrosion Inhibitors".

(17) Refer to Section 5.18A - Sewer Cleaning, Subsection 5.18A.3 - Disposal, Page V-124:

Delete from **Subsection 5.18A.3**, the first paragraph in its entirety:

Substitute the following:

All material removed from the sewers and sewer portions through the manholes under this contract shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.

(18) Refer to Section 5.23 - Decking, Subsection 5.23.1 - Description, Page V-161:

Delete from **Subsection 5.23.1**, the third paragraph in its entirety:

Substitute the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(19) Refer to Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria, Page V-162:

Add the following to **Subsection 5.23.4**:

(C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(20) Refer to Subsection 5.32.4 - Specific Pavement Restoration Provisions, Page V-185:

Add the following to **Subsection 5.32.4**:

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway rehabilitation the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWK1130B.
- (2) In areas outside the limits of the highway rehabilitation work where water main work is being performed only the restoration shall be as follows:

- (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of six (6) inches of concrete, to match the existing pavement as directed by the Engineer.
- (3) The following requirements apply to paragraph (2) above only:
 - (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.
 - (b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 5.30 - Pavement Excavation** of both the Standard Sewer Specifications and the Standard Water Main Specification.
 - (c) At locations requiring the installation of a concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration. Payment for the reflective cracking membrane shall be made under Item No. 6.91 - REFLECTIVE CRACKING MEMBRANE (18" WIDE). Additionally, appropriate pavement keys as described below shall be used.
 - (d) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.
 - (e) Unless otherwise specified, the cost for tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings shall be deemed included in the prices bid for all pavement restoration items.
 - (f) Payment for placement of temporary pavement marking shall be made under Item No. 6.49 - TEMPORARY PAVEMENT MARKINGS (4" WIDE).
 - (g) Payment for removal of existing pavement markings shall be made under Item No. 6.53 - REMOVE EXISTING LANE MARKINGS (4"WIDE).
 - (h) Payment for removal and permanent placement of pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) shall be made under Item No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).
 - (i) Payment for pavement restoration shall be made under the following items:

<u>Item No.</u>	<u>Item</u>	<u>Payment Description</u>
4.02 AB-R	Asphaltic Concrete Wearing Course, 1-1/2" Thick	(For asphaltic concrete wearing course top course when <u>no</u> overlay is required.)
4.02 CB	Asphaltic Concrete Mixture	(For binder mixture top filler course under asphaltic concrete wearing course when <u>no</u> overlay is required; and binder mixture in Type A and B Keys.)
4.04 H	Concrete Base For Pavement, Variable Thickness For Trench Restoration, (High-Early Strength)	(For concrete base course over trenches and cutbacks.)

(21) Refer to Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover, Paragraph (3), fifth line, Page V-195:
Change 16", to 16'.

D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS**(1) Refer to Subsection 1.06.3 - Hours Of Work, Page I-4:**

Add the following to **Subsection 1.06.3**:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

* **Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>**

(2) Refer to Subsection 1.06.27 - Salvageable Materials, Page I-14:

Delete the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:

Substitute the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

- (3) **Refer** to Standard Water Main Specifications (August 1, 2009), **Subsection 1.06.29 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 1.06.29**:

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 1.06.29 - Contractor To Provide For Traffic** of this addendum.

- (4) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-19:
Delete Subsection 1.08.2 - Vendors in its entirety:
Substitute the following new **Subsection 1.08.2**:

1.08.2 VENDORS

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

- (5) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-20:
Add the following new **Subsection 1.08.7**:

1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

- (6) **Refer** to **Section 2.15 - Concrete, Subsection 2.15.3 - Modifications**, Page II-11:
Delete from **Subsection 2.15.3, Reference Number D 3.2.1** together with its paragraphs in their entirety:
Substitute the following:

D 3.2.1 **DELETE** 3.2.1 to 3.2.9 of GS11 and **SUBSTITUTE** the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be

manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

- (7) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-13:**
Add to Subsection 2.15.3, before Reference Number D 8.2 the following:

D 7.3.3 **ADD** the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

- (8) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:**
Delete from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:
Substitute the following:

D 16.3 Testing Service - **ADD** the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

(9) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:**

Delete from **Subsection 2.15.3, Reference Number D 16.8** together with its paragraphs in their entirety:

Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - **ADD** the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

CONCRETE TEST CYLINDERS

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

(10) **Refer to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:**

(A) **Add** the following paragraph to beginning of **Subsection 4.06.3:**

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be

employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) Delete from **Subsection 4.06.3**, the fourth paragraph in its entirety:
Substitute the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than twelve (12) inches above the top of the barrel of the water main pipe to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from twelve (12) inches above the top of the barrel of the water main pipe to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) Delete from **Subsection 4.06.3**, the seventh paragraph in its entirety:
Substitute the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(11) Refer to **Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3(F) - Bedding And Foundation Of Pipes**, Page V-8:

Delete from **Subsection 5.02.3(F)**, Paragraph (5) - Pier And Plate, in its entirety:
Substitute the following new Paragraph (5):

(5) Shallow Cover: Where mains 24-inches and smaller are laid with covers of 2'-0" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 42063-Y** or as directed by the Engineer.

Where mains 24-inches and smaller are laid with covers between 2'-6" and 2'-0", the Contractor shall provide steel plates only over the main with dimensions as shown on **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Where mains 30-inches and larger are laid with covers of 2'-6" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Covers over the new mains shall not be less than 1'-6".

(12) Refer to **Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3 - Construction Methods, Paragraph (M) - Laying Temporary Connections**, Page V-12:

Delete Paragraph (M), in its entirety:
Substitute the following:

(M) LAYING TEMPORARY CONNECTIONS AND INSTALLING TEMPORARY CAP ASSEMBLIES AND/OR BULKHEADS

- (1) When new water mains are laid and it becomes necessary to provide a temporary connection between the existing main and new mains laid under this contract (regardless of whether the new and existing water mains are in the same trench or are offset in two different trenches), the Contractor shall, if ordered, provide all labor, equipment and facilities for laying, maintaining and removing when directed, temporary connections and appurtenances. If City forces do laying of temporary connections, the Contractor shall make all required equipment and facilities available to them. No payment will be made for providing temporary house services which may be required when making a temporary connection between the existing and new main.
- (2)
 - (a) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall consist of a 2-foot long spigot/spigot ductile iron pipe with a mechanical joint cap restrained to the pipe with a "wedge-type" retainer gland and a minimum 2-inch tap on the pipe section.
 - (b) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall be restrained and braced in a manner sufficient to support system working pressures, and thrust forces.
 - (c) The 2-inch tap required as part of the temporary cap assembly is to be utilized to allow air to escape while filling the main in addition to allow for proper flushing of the main.
 - (d) Restraint and bracing as well as temporary cap assemblies/bulkheads for water mains greater than 20" in diameter shall be submitted for approval by the Engineer prior to being utilized.

(13) Refer to Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.5 - Price To Cover, Paragraph (10), Page V-16:

Delete Paragraph (10), in its entirety:

Substitute the following:

- (10)(a) No separate or additional payment will be made to the Contractor for furnishing, delivering, installing, restraining, bracing and removing temporary cap assemblies/bulkheads for water mains as ordered by the Engineer. The costs thereof shall be deemed included in the unit prices bid for all items of the contract.
- (b) Payment for temporary valves (i.e. construction valves) and its associated fittings ordered by the Engineer during the course of the work to be installed will be paid for at the same rates as for valves and fittings permanently installed.
- (c) If ordered by the Engineer, removal of valves (i.e. construction valves) and its associated fittings, including their transfer and disposal shall be deemed included in the prices bid for all items of the contract. No separate or additional payment will be made for this work.
- (d) Payment For Temporary Connections: When new mains are laid and it becomes necessary to provide a temporary connection between the existing and new mains the following method of payment shall apply: The Contractor shall be paid once for furnishing and delivering pipes and fittings used in temporary connections. The Contractor shall also be paid for laying the temporary pipe connection and fitting using the appropriate pipe laying item for each time that the Contractor is directed to use them throughout the project as directed by the Engineer.

(14) Refer to Subsection 5.04.4 - Furnishing, Delivering And Installing Steel Tee, Paragraph (5), Item Numbers list, Page V-23:

Delete Item No. "60.23ST20T48", together with Description "FURNISHING, DELIVERING AND INSTALLING 48-INCH X 20-INCH STEEL TEE", and Pay Unit "EACH":

(15) Refer to Section 5.05 - Furnishing And Delivering Gate Valves, Page V-35:

(A) **Delete** from **Subsection 5.05.1 - Description**, the first paragraph in its entirety:
Substitute the following:

This specification describes furnishing and delivering of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be furnished and delivered by the Contractor on the contract.

(B) **Delete** from **Subsection 5.05.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

(16) **Refer** to **Section 5.06 - Setting Gate Valves**, Page V-38:

(A) **Delete** from **Subsection 5.06.1 - Description**, the first paragraph in its entirety:
Substitute the following:

This specification describes the installation of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves. It also describes the installing of manhole frames (skirts and heads) and covers.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be installed by the Contractor on the contract.

(B) **Delete** from **Subsection 5.06.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

(17) **Refer** to **Section 5.23 - Decking, Subsection 5.23.1 - Description**, Page V-73:

Delete from **Subsection 5.23.1**, the third paragraph in its entirety:

Substitute the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(18) **Refer** to **Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria**, Page V-74:

Add the following to **Subsection 5.23.4**:

(C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(19) **Refer** to Standard Water Main Specifications (August 1, 2009), **Section 5.32 - Final Restoration Of Pavements**, Page V-99:

Add the following to **Subsection 5.32.4 - Specific Pavement Restoration Provisions**:

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 5.32.4 - Specific Pavement Restoration Provisions** of this addendum.

(20) **Refer to Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover, Paragraph (3), fifth line, Page V-114:**
Change 16", to 16'.

END OF ADDENDUM NO. 4
This Addendum consists of twenty-one (21) pages.

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S.375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO.5

DATED: February 26, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
 - A. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages A5-4 through A5-14)
 - B. Schedule U-1 (Page A5-15)
 - C. Schedules U-2 (one for each Utility Company) (Pages A5-16 through A5-57)
 - D. Section U-3 Page A5-58 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010), Test Pits, Pages (A5-59 through A5-70) in this Addendum; and,
 - E. Utility drawings (14 Sheets) consisting of:
 - * Coned Conduit and Duct Occupancy Plates (4 sheets)
 - * Coned Low Tension Main and Service Plates (4 sheets)
 - * Verizon Special Care Plan (3 sheets)
 - * Verizon Existing Facilities Plan (3 sheets)attached to the Plans.

2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:
 - A. Section U, ¶4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.
 - B. Section U, ¶2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
 - C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
 - D. Section U informs the Contractor that the City has entered into a Utility Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A5-14, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.
 - E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
 - F. Section U, ¶14, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Addendum, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; Articles 1.06.14 through 1.06.17 of the General Provisions of the Standard Water Main Specifications of the New York City Department of Environmental Protection, dated August 1, 2009; and/or Articles 1.06.14 through 1.06.17 of the Standard Sewer Specifications of the New York City Department of Environmental Protection, Dated August 1, 2009; as applicable, are amended and will be implemented as follows:

1. Pre-engineering:

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Section U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. Means and methods for City work:

- a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she has reviewed the section 'U' package and

that he/she will be required to perform the public work in the presence of energized electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

3. *Field inspection prior to construction:*

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

4. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor,

through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). (Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors.)

5. *Interference Agreement:*

1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
2. Furthermore, in Section U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. *City contract work to continue without Interference Agreement :*

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials,

and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner.

1. Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the utility companies. These certified records may be used by the contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The contractor will be required to perform City work while invoices are submitted by the contractor to the Utility companies for payment within 30 days, or while compensation disputes between contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
2. All issues related to utility work and/ or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
3. The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/ or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 and/ or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness

and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/or Section 24-521 as applicable.

5. Utility delays caused by utility capital work not listed in Schedule U2 and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).

7. *Extra utility work with Utility Agreement:*

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

1. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
2. Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph (6), above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
3. Advise the Contractor and the City in writing that it intends to perform the necessary utility Work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may

grant a contract time extension for delays caused by the performance of such utility work by the company.

4. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph (6), including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to paragraphs 7.2, or 7.4, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this section.

9. Disputed utility work covered by a utility agreement:

The City Work will continue as described in paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor

shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records maintained by either party for Utility work performed pursuant to a Utility Agreement. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

10. Arbitration of utility work:

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- (a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- (b) No later than seven days prior to the first arbitration hearing, Company and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in paragraph 9.
- (c) The arbitration shall be conducted and concluded in two days.
- (d) On the morning of the first day of the arbitration, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Contractor questions about its claim and its presentation.

- (f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (g) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- (h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- (i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- (j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- (k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- (m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this section of the contract, if a Utility Agreement is executed between the contractor and utility company (ies). The provisions of this section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility Agreement with the contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an utility agreement between the contractor and such utility companies.

[End]

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Section U: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this Section U and to submit a schedule listing the scope of work, including the items and estimated quantities, and types of utility facilities to be supported and protected at the company's own expenses due to interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHEDULE U-1

HWK1130B

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND SAFE ROUTES TO SCHOOLS IN BROOKLYN

SCHEDULE U-1 LISTING OF COMPANIES NAMED FOR THIS CONTRACT

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE
CON EDISON	THERESA KONG	212-460-4834
VERIZON	AUBREY MAKHANLAL	718- 877-8165
TIME WARNER	JOHN PIAZZA	718-888-4261
NATIONAL GRID	NEVILLE JACOBS	718-963-5612

SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON

HWK1130B
Borough of Brooklyn

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)	EA	5
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .2)	EA	5
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .3)	EA	1
CET 100.6	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .6)	EA	1
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	3
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .2)	EA	4
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA	8
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA	10
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA	3
CET 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .1)	EA	1
CET 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .2)	EA	2
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTIONSS (INVERT DEPTH 4'-6" TO 5' FOR TYPE 2 OR UP TO 5'-6	L.F.	46
CET 200.2	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTIONSS (INVERT DEPTH 5' TO 6' FOR TYPE 2 OR > 5'-6" TO 6'-	L.F.	25
CET 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	3
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	1
CET 300	SPECIAL CARE EXCAVATION AND BACKFILING	C.Y.	18
CET 302	FIELD COATING OF OIL-O-STATIC FEEDER PIPES	L.F.	10

SCHEDULE U-2
 FOR INFORMATION ONLY
 ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
 FOR CONSOLIDATED EDISON

HWK1130B
 Borough of Brooklyn

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 303	FURNISH, DELIVER AND INSTALL 3/8" CLEAN SAND BACKFILL	C.Y.	4
CET 304 A	FURNISH, DELIVER AND INSTALL CONCRETE ROAD BASE	C.Y.	2
CET 305	FURNISH AND INSTALL ASPHALT PAVING MIXTURE	TONS	2
CET 330E-A.1	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS	L.F.	20
CET 330E-A.2	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH	L.F.	30
CET 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	156
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	65
CET 402.1A	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	160
CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	L.F.	200
CET 402.V1A	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	160
CET 402.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	L.F.	40
CET 404	PIER AND PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATERMAIN AND OTHER SHALLOW FACILITIES	S.F.	20
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)	CRHRS	44
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	40
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	24
CET 600.1	INSTALL CONDUIT IN UNPAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	L.F.	180
CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	L.F.	362

SCHEDULE U-2
 FOR INFORMATION ONLY
 ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
 FOR CONSOLIDATED EDISON

HWK1130B
 Borough of Brooklyn

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 636 EE RD	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (34" TO UNDER 41" WIDTH)	EA	1
CET 636 EE SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (34" TO UNDER 41" WIDTH)	EA	1
CET 636 EG SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (41" TO UNDER 75" WIDTH)	EA	1
CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE	C.Y.	29
CET 636 RS	STRUCTURAL REPAIR TO UTILITY STRUCTURES	C.Y.	25
CET 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES	L.F.	120
CET 799	MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL WHEN PARALLEL TO UTILITY FACILITIES	L.F.	15
CET 802A	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	S.F.	773
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	L.F.	667
CET 803.1	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED W/ ROADWAY REMOVAL (ASPHALT)	L.F.	40
CET 1006V	6" VERTICAL OR ROLLED WATER MAIN OFFSET	EA	4
CET 1008V	8" VERTICAL OR ROLLED WATER MAIN OFFSET	EA	3
CET 1012V	12" VERTICAL OR ROLLED WATER MAIN OFFSET	EA	1
CET 1020V	20" VERTICAL OR ROLLED WATER MAIN OFFSET	EA	1

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)	EA
	<i>At the following locations:</i>	
	N/W Corner Of Montgomery St & Franklin Ave	
	N/E Corner Of Montgomery St & Franklin Ave	
	Roebing St. & South 8th St.	
	Roebing St. & South 8th St.	
	Broadway & South 8th St.	
	Total quantity for CET 100.1	= 5
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .2)	EA
	<i>At the following locations:</i>	
	N/W Corner Of Montgomery St & Franklin Ave	
	N/E Corner Of Montgomery St & Franklin Ave	
	Roebing St. (Between Broadway & South 8th St.)	
	Broadway & South 8th St.	
	Broadway (Between South 8th St. & Havemeyer St.)	
	Total quantity for CET 100.2	= 5
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .3)	EA
	<i>At the following locations:</i>	
	N Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave	
	Total quantity for CET 100.3	= 1
CET 100.6	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .6)	EA
	<i>At the following locations:</i>	
	W Side Of Throop Ave B/W Park Ave & Myrtle Ave	
	Total quantity for CET 100.6	= 1
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA
	<i>At the following locations:</i>	
	Broadway (Between Driggs Ave & Roebing St)	
	Broadway & Roebing St.	
	Broadway & South 8th St.	
	Total quantity for CET 101.1	= 3

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 101.2 UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .2) EA

At the following locations:

Broadway & Roebling St.
South 8th St. (Between Roebling St & Broadway)
South 8th St. (Between Roebling St & Broadway)
South 5th St. & Havemeyer St.

Total quantity for CET 101.2 = 4

CET 108.1 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) EA

At the following locations:

N/E Corner Of Montgomery St & Franklin Ave
N/E Corner Of Montgomery St & Franklin Ave
N/E/C Of Brooklyn Ave. and Eastern Parkway
Broadway (Between South 8th St. & Havemeyer St.)

Total quantity for CET 108.1 = 8

CET 108.2 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2) EA

At the following locations:

N/E Corner Of Montgomery St & Franklin Ave
Broadway & Roebling St.
Roebling St. & South 8th St.
South 8th St. (Between Roebling St & Broadway)
South 8th St. (Between Roebling St & Broadway)
Broadway (Between South 8th St. & Havemeyer St.)
Broadway (Between South 8th St. & Havemeyer St.)
Havemeyer St. (Between Broadway & South 9th St.)
Havemeyer St. & South 5th St.

Total quantity for CET 108.2 = 10

CET 108.3 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3) EA

At the following locations:

S Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave
Broadway & Havemeyer St.
Havemeyer St. (Between Broadway & South 9th St.)

Total quantity for CET 108.3 = 3

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .1) <i>At the following locations:</i> Roebling St. & South 8th St. Total quantity for CET 109.1 = 1	EA
CET 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .2) <i>At the following locations:</i> Broadway & Roebling St. Roebling St. (Between Broadway & South 8th St.) Total quantity for CET 109.2 = 2	EA
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTIONSS (INVERT DEPTH 4'-6" TO 5' FOR TYPE 2 OR UP TO 5'-6 FOR TYPE 3) <i>At the following locations:</i> N Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave NW Corner Of Montgomery St & Franklin Ave Total quantity for CET 200.1 = 46	L.F.
CET 200.2	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTIONSS (INVERT DEPTH 5' TO 6' FOR TYPE 2 OR > 5'-6" TO 6'-6" FOR TYPE 3) <i>At the following locations:</i> N/E Corner Of Montgomery St & Franklin Ave Total quantity for CET 200.2 = 25	L.F.
CET 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES <i>At the following locations:</i> N/E Corner Of Montgomery St & Franklin Ave N/E Corner Of Sullivan Pl & Franklin Ave Roebling St. (Between Broadway & South 8th St.) Total quantity for CET 225.1A = 3	EA
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES <i>At the following locations:</i> W Side Of Throop Ave B/W Park Ave & Myrtle Ave Total quantity for CET 225.1B = 1	EA

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 300	SPECIAL CARE EXCAVATION AND BACKFILING <i>At the following locations:</i> NW Corner Of Montgomery St & Franklin Ave E/S Of Brooklyn Ave., 26' N/N/C Of Eastern Parkway Havemeyer St. & South 5th St. Total quantity for CET 300 = 18	C.Y.
CET 302	FIELD COATING OF OIL-O-STATIC FEEDER PIPES <i>At the following locations:</i> N Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave Total quantity for CET 302 = 10	L.F.
CET 303	FURNISH, DELIVER AND INSTALL 3/8" CLEAN SAND BACKFILL <i>At the following locations:</i> N Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave Total quantity for CET 303 = 4	C.Y.
CET 304 A	FURNISH, DELIVER AND INSTALL CONCRETE ROAD BASE <i>At the following locations:</i> Various Locations Total quantity for CET 304 A = 2	C.Y.
CET 305	FURNISH AND INSTALL ASPHALT PAVING MIXTURE <i>At the following locations:</i> Various Locations Total quantity for CET 305 = 2	TONS
CET 330E-A.1	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING (TYPE .I) <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total quantity for CET 330E-A.1 = 20	L.F.

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 330E-A.2	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING(TYPE .2) <i>At the following locations:</i> Havemeyer St. & South 5th St. Total quantity for CET 330E-A.2 = 30	L.F.
CET 400	TEST PITS FOR UTILITY FACILITIES <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative As Encountered and Directed By A Con Edison Representative Various Locations Total quantity for CET 400 = 156	C.Y.
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES <i>At the following locations:</i> S Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave W Side Of Throop Ave B/W Park Ave & Myrtle Ave N/E Corner Of Sullivan Pl & Franklin Ave Various Locations AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 401 = 65	C.Y.
CET 402.1A	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT <i>At the following locations:</i> S Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 402.1A = 160	L.F.
CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT <i>At the following locations:</i> N/E Corner Of Sullivan Pl & Franklin Ave Various Locations AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 402.2 = 200	L.F.

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 402.V1A	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT <i>At the following locations:</i> S Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 402.V1A = 160	L.F.
CET 402.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT <i>At the following locations:</i> W Side Of Throop Ave B/W Park Ave & Myrtle Ave AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 402.V2 = 40	L.F.
CET 404	PIER AND PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATERMAIN AND OTHER SHALLOW FACILITIES <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 404 = 20	S.F.
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1) <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total quantity for CET 450.1 = 44	CRHRS
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2) <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total quantity for CET 450.2 = 40	CRHRS
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3) <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total quantity for CET 450.3 = 24	CRHRS

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 600.1 INSTALL CONDUIT IN UNPAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)

L.F.

At the following locations:

N/E Corner Of Throop Ave & Park Ave
S/E Corner Of Throop Ave & Park Ave
S/W Corner Of Throop Ave & Myrtle Ave
N/E Corner Of Montgomery St & Franklin Ave
S/E Corner Of Sullivan Pl & Franklin Ave
S/E Corner Of Broadway & Roebling
N/W Corner Of Broadway & South 8th St.
N/E Corner Of South 8th St. & Roebling
S/E Corner Of Broadway & South 8th St.
S/E Corner Of Broadway & Havemeyer St.
N/W Corner Of Broadway & Havemeyer St.
S/W Corner Of South 5th St. & Havemeyer
105' S/S/C Of South 5th St., W/W/C Of Havemeyer St.
S/W Corner Of South 5th St. & Havemeyer
N/W Corner Of Broadway & Havemeyer St.
N/E Corner Of Broadway & Roebling
N/E Corner Of Broadway & South 8th St.
AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total quantity for CET 600.1 = 180

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	L.F.
	<i>At the following locations:</i> N/E Corner Of Throop Ave & Park Ave S/E Corner Of Throop Ave & Park Ave E Side Of Throop Ave B/W Park Ave & Myrtle Ave E Side Of Throop Ave B/W Park Ave & Myrtle Ave S/W Corner Of Throop Ave & Myrtle Ave S/E Corner Of Sullivan Pl & Franklin Ave S/E Corner Of Sullivan Pl & Mckeever Pl N/E/C Of Brooklyn Ave. and Eastern Parkway N/W Corner Of Broadway & South 8th St. S/E Corner Of Broadway & South 8th St. S/W Corner Of Broadway & Havemeyer St. N/W Corner Of Broadway & Havemeyer St. S/W Corner Of South 5th St. & Havemeyer 105' S/S/C Of South 5th St., W/W/C Of Havemeyer St. S/W Corner Of South 5th St. & Havemeyer N/W Corner Of Broadway & Havemeyer St. N/E Corner Of Broadway & Roebling N/E Corner Of Broadway & South 8th St. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 601.1	= 362
CET 636 EE RD	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (34" TO UNDER 41" WIDTH)	EA
	<i>At the following locations:</i> E Side Of Throop Ave B/W Park Ave & Myrtle Ave AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 636 EE RD	= 1
CET 636 EE SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (34" TO UNDER 41" WIDTH)	EA
	<i>At the following locations:</i> Broadway & Roebling St. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 636 EE SW	= 1

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 636 EG SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (41" TO UNDER 75" WIDTH) <i>At the following locations:</i> N/E/C Of Brooklyn Ave. and Eastern Parkway AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 636 EG SW = 1	EA
CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative N/E/C Of Brooklyn Ave. and Eastern Parkway Broadway & Roebling St. Roebling St. & South 8th St. Broadway (Between South 8th St. & Havemeyer St.) Havemeyer St. (Between Broadway & South 9th St.) AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 636 RM = 29	C.Y.
CET 636 RS	STRUCTURAL REPAIR TO UTILITY STRUCTURES <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 636 RS = 25	C.Y.
CET 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES <i>At the following locations:</i> N/E Corner Of Throop Ave & Park Ave S/E Corner Of Throop Ave & Park Ave E Side Of Throop Ave B/W Park Ave & Myrtle Ave E Side Of Throop Ave B/W Park Ave & Myrtle Ave S/W Corner Of Throop Ave & Myrtle Ave N/E Corner Of Montgomery St & Franklin Ave S/E Corner Of Sullivan Pl & Franklin Ave S/E Corner Of Sullivan Pl & Mckeever Pl N/E/C Of Brooklyn Ave. and Eastern Parkway Total quantity for CET 710.1 = 120	L.F.

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 802B

SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS

L.F.

At the following locations:

W Side Of Throop Ave B/W Ellery St & Park Ave
S/W Corner Of Throop Ave & Park Ave
N/W Corner Of Throop Ave & Myrtle Ave
N/E Corner Of Montgomery St & Franklin Ave
S/E Corner Of Montgomery St & Franklin Ave
N/E Corner Of Sullivan Pl & Franklin Ave
E Side Of Throop Ave B/W Park Ave & Myrtle Ave
E Side Of Throop Ave B/W Park Ave & Myrtle Ave
E Side Of Throop Ave B/W Park Ave & Myrtle Ave
E Side Of Throop Ave B/W Park Ave & Myrtle Ave
E Side Of Throop Ave B/W Park Ave & Myrtle Ave
E Side Of Throop Ave B/W Park Ave & Myrtle Ave
N/E Corner Of Throop Ave & Myrtle Ave
N/E Corner Of Throop Ave & Myrtle Ave
N/E Corner Of Throop Ave & Myrtle Ave
N/E Corner Of Throop Ave & Myrtle Ave
N/W Corner Of Montgomery St & Franklin Ave
S/E Corner Of Montgomery St & Franklin Ave
S/E Corner Of Montgomery St & Franklin Ave
S/E Corner Of Montgomery St & Franklin Ave
E/S Of Brooklyn Ave., 26' N/N/C Of Eastern Parkway
N/E/C Of Brooklyn Ave. and Eastern Parkway
Broadway & Roebling St.
Broadway & Roebling St.
Broadway & Roebling St.
Broadway & Roebling St.
Broadway & Roebling St.
Roebling St. (Between Broadway & South 8th St.)
Roebling St. (Between Broadway & South 8th St.)
Roebling St. & South 8th St.
Roebling St. & South 8th St.
Roebling St. & South 8th St.
South 8th St. (Between Roebling St & Broadway)
South 8th St. (Between Roebling St & Broadway)
Broadway (Between South 8th St. & Havemeyer St.)
Broadway (Between South 8th St. & Havemeyer St.)
South 5th St. & Havemeyer St.

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

South 5th St. & Havemeyer St.
AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total quantity for CET 802B = 667

CET 803.1 LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED W/ ROADWAY REMOVAL (ASPHALT) L.F.

At the following locations:

N Side Of Park Ave B/W Marcus Garvey Blvd & Throop Ave

Total quantity for CET 803.1 = 40

CET 1006V 6" VERTICAL OR ROLLED WATER MAIN OFFSET EA

At the following locations:

N/E Corner Of Montgomery St & Franklin Ave
Broadway & Roebling St.
South 8th St. (Between Roebling St & Broadway)
South 5th St. & Havemeyer St.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total quantity for CET 1006V = 4

CET 1008V 8" VERTICAL OR ROLLED WATER MAIN OFFSET EA

At the following locations:

As Encountered and Directed By A Con Edison Representative
As Encountered and Directed By A Con Edison Representative
Various Locations

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total quantity for CET 1008V = 3

CET 1012V 12" VERTICAL OR ROLLED WATER MAIN OFFSET EA

At the following locations:

Various Locations

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total quantity for CET 1012V = 1

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWK1130B
Borough of Brooklyn

CET 1020V

20" VERTICAL OR ROLLED WATER MAIN OFFSET

EA

At the following locations:

Various Locations

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total quantity for CET 1020V = 1

SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON
HWK1130B
BOROUGH OF BROOKLYN

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.	2
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	2
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	3
CET 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .4)	EA.	1
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.	2
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA.	2
CET 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EA.	3
CET 101.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .6)	EA.	1
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	10
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	4
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.	2
CET 108.4	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4)	EA.	1
CET 109.6	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .6)	EA.	1
CET 200.2	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	50
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	3
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	320
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.	200
CET 400	TEST PITS	C.Y.	30
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	262
CET 402T.2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.	2,415
CET 402T.V2	EXIST. VACANT NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.	350

SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON
HWK1130B
BOROUGH OF BROOKLYN

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 402T.J2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT. BREAKING ONLY JOINTS WHILE CONDUIT REMAINS INTACT	L.F.	420
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	20
CET 636 EE	ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH)	EA.	8
CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES	C.Y.	16
CET 700	SPECIAL MOD. OF WORK MTHDS TO ACCOM./PROTECT U.G. FACIL. W. LMTD CVR.	C.Y.	571
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.	1,180
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.	330
CET 1006V	6" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	1
CET 1008V	8" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	1
CET 1012V	12" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	1
CET 1020V	20" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	1

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
BOROUGH OF BROOKLYN

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA
Sheet #	At the following locations:	
U-1	S/W CORNER OF BROADWAY AND SOUTH 8TH STREET @ BROADWAY STATION 97+22.2	1
U-1	S/W CORNER OF BROADWAY AND HAVEMEYER STREET @ BROADWAY STATION 99+60.9	1
	Total quantity for CET 100.1 = 2 EA.	
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA
Sheet #	At the following locations:	
U-1	N/W CORNER OF OF BROADWAY AND HAVEMEYER STREET @ BROADWAY STATION 99+61.3	1
U-4	N/W CORNER OF ROEBLING ST. AND SOUTH 8TH STREET @ ROEBLING ST. STATION 29+31.9	1
	Total quantity for CET 100.2 = 2 EA.	
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA
Sheet #	At the following locations:	
U-4	N/W CORNER OF ROEBLING ST. AND SOUTH 8TH STREET @ ROEBLING ST. STATION 29+31.9	1
U-1	N/W CORNER OF BROADWAY AND HAVEMEYER @ BROADWAY STATION 99+58.6	2
	Total quantity for CET 100.3 = 3 EA.	
CET 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .4)	EA
Sheet #	At the following locations:	
U-1	N/W CORNER OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 94+88.4	1
	Total quantity for CET 100.4 = 1 EA.	
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA
Sheet #	At the following locations:	
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 95+31.8	2
	Total quantity for CET 101.1 = 2 EA.	
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA
Sheet #	At the following locations:	
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 95+31.8	1
U-1	NORTH SIDE OF BROADWAY AND SOUTH 8TH STREET @ BROADWAY STATION 97+46.5	1
	Total quantity for CET 101.2 = 2 EA.	
CET 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EA
Sheet #	At the following locations:	
U-1	NORTH SIDE OF BROADWAY AND SOUTH 8TH STREET @ BROADWAY STATION 97+46.5	1
U-1	BROADWAY BETWEEN SOUTH 8TH ST AND HAVEMEYER ST @ BROADWAY STATION 97+17.7	2

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
BOROUGH OF BROOKLYN

	Total quantity for	CET 101.3	=	3	EA.	
CET 101.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .6)					EA.
Sheet #	At the following locations:					
U-4	INTERSECTION OF BROADWAY AND ROEBLING STREET @ ROEBLING STATION 30+23.5					1
	Total quantity for	CET 101.6	=	1	EA.	
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)					EA.
Sheet #	At the following locations:					
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 95+32.4					2
U-2	INTERSECTION OF HAVEMEYER ST AND BROADWAY @ HAVEMEYER STATION 49+56.5					1
U-2	HAVEMEYER STREET @ STATION 49+90.04					1
U-2	INTERSECTION OF HAVEMEYER STREET AND BROADWAY @ STATION 49+91.10					1
U-2	HAVEMEYER STREET @ STATION 53+15.61					1
U-3	SOUTH 8TH STREET @ STATION 40+72.23					1
U-3	SOUTH 8TH STREET @ STATION 42+76.87					1
U-3	SOUTH 8TH STREET @ STATION 43+00.17					1
U-3	SOUTH 8TH STREET @ 43+28.17					1
	Total quantity for	CET 108.1	=	10	EA.	
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)					EA.
Sheet #	At the following locations:					
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 95+32.4					1
U-2	INTERSECTION OF HAVEMEYER STREET AND SOUTH 5TH STREET @ STATION 52+63.73					1
U-2	HAVEMEYER STREET @ STATION 54+00.23					1
U-3	INTERSECTION OF SOUTH 8TH STREET AND ROEBLING STREET @ STATION 41+28.05					1
	Total quantity for	CET 108.2	=	4	EA.	
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)					EA.
Sheet #	At the following locations:					
U-3	INTERSECTION OF SOUTH 8TH STREET AND ROEBLING STREET @ STATION 41+28.05					1
U-7	INTERSECTION OF SOUTH 9TH STREET AND ROEBLING STREET					1
	Total quantity for	CET 108.3	=	2	EA.	
CET 108.4	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4)					EA.
Sheet #	At the following locations:					
U-1	MANHOLE #76 (INTERSECTION OF BROADWAY AND HAVEMEYER STREET)					1
	Total quantity for	CET 108.4	=	1	EA.	
CET 109.6	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .6)					EA.

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
BOROUGH OF BROOKLYN

Sheet #	At the following locations:		
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+63.14		1
	Total quantity for	CET 109.6 = 1 EA.	
CET 200.2	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES		L.F.
Sheet #	At the following locations:		
U-1	N/W CORNER OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 94+88.4		25
U-2	NORTHWEST CORNER OF HAVEMEYER STREET AND BROADWAY @ STATION 50+15.11		25
	Total quantity for	CET 200.2 = 50 L.F.	
ET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES		EA.
Sheet #	At the following locations:		
U-1	N/W CORNER OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 94+88.4		1
U-1	SOUTH 8TH STREET @ STATION 43+33.43		1
U-1	N/W CORNER OF BROADWAY AND HAVEMEYER @ BROADWAY STATION 99+58.6		1
	Total quantity for	CET 225.1B = 3 EA.	
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING		C.Y.
Sheet #	At the following locations:		
U-2	HAVEMEYER BETWEEN SOUTH 5TH STREET AND SOUTH 4TH STREET		310
U-3	SOUTH 8TH STREET @ STATION 40+72.23		5
U-3	SOUTH 8TH STREET @ STATION 42+80.35		5
	Total quantity for	CET 300 = 320 C.Y.	
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS		L.F.
Sheet #	At the following locations:		
U-2	HAVEMEYER BETWEEN BROADWAY AND SOUTH 5TH STREET		200
	Total quantity for	CET 330T = 200 L.F.	
CET 400	TEST PITS		C.Y.
	At the following locations:		
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE		30
	Total quantity for	CET 400 = 30 C.Y.	
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES		C.Y.
Sheet #	At the following locations:		
U-1	N/W CORNER OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 94+88.4		46
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+63.14		46

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
BOROUGH OF BROOKLYN

U-1	S/W CORNER OF BROADWAY AND SOUTH 8TH STREET @ BROADWAY STATION 97+22.2	16
U-1	N/W CORNER OF BROADWAY AND HAVEMEYER @ BROADWAY STATION 99+58.6	30
U-2	INTERSECTION OF HAVEMEYER STREET AND SOUTH 5TH STREET @ STATION 52+63.73	46
U-2	HAVEMEYER STREET @ STATION 53+15.61	16
U-2	HAVEMEYER STREET @ STATION 54+00.23	46
U-3	SOUTH 8TH STREET @ STATION 43+28.15	16
Total quantity for CET 401 = 262 C.Y.		
CET 402T.2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.
Sheet #	At the following locations:	
U-1	N/W CORNER OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 94+88.4	490
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+63.14	875
U-1	S/W CORNER OF BROADWAY AND SOUTH 8TH STREET @ BROADWAY STATION 97+22.2	35
U-1	N/W CORNER OF BROADWAY AND HAVEMEYER @ BROADWAY STATION 99+58.6	455
U-2	INTERSECTION OF HAVEMEYER STREET AND SOUTH 5TH STREET @ STATION 52+63.73	245
U-2	HAVEMEYER STREET @ STATION 53+15.61	35
U-2	HAVEMEYER STREET @ STATION 54+00.23	245
U-3	SOUTH 8TH STREET @ STATION 43+28.15	35
Total quantity for CET 402T.2 = 2415 L.F.		
CET 402T.V2	EXIST. VACANT NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.
Sheet #	At the following locations:	
U-1	N/W CORNER OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 94+88.4	70
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+63.14	140
U-1	N/W CORNER OF BROADWAY AND HAVEMEYER @ BROADWAY STATION 99+58.6	140
Total quantity for CET 402T.V2 = 350 L.F.		
CET 402T.J2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT. BREAKING ONLY JOINTS WHILE CONDUIT REMAINS INTACT	L.F.
Sheet #	At the following locations:	
U-1	N/W CORNER OF BROADWAY AND ROEBLING STREET @ BROADWAY STATION 94+88.4	140
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+63.14	245
U-1	N/W CORNER OF BROADWAY AND HAVEMEYER @ BROADWAY STATION 99+58.6	35
Total quantity for CET 402T.J2 = 420 L.F.		
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.
Sheet #	At the following locations:	
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+18.68	5
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+10.67	5
U-2	INTERSECTION OF HAVEMEYER STREET AND BROADWAY @ STATION 49+91.10	5
U-3	SOUTH 8TH STREET @ STATION 42+76.87	5
Total quantity for CET 500 = 20 L.F.		
CET 636 EE	ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH)	EA.

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
BOROUGH OF BROOKLYN

	At the following locations:				
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE				8
	Total quantity for	CET 636 EE	=	8 EA.	
CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES				C.Y.
Sheet #	At the following locations:				
U-2	MANHOLE #108 (HAVEMEYER STREET BETWEEN BROADWAY AND SOUTH 8TH STREET)				7
U-2	MANHOLE #76 (INTERSECTION OF BROADWAY AND HAVEMEYER STREET)				9
	Total quantity for	CET 636 RM	=	16 C.Y.	
CET 700	SPECIAL MOD. OF WORK MTHDS TO ACCOM./PROTECT U.G. FACIL. W. LMTD CVR.				C.Y.
Sheet #	At the following locations:				
	AS PER SPECIAL CARE EXCAVATION PLAN				571
	Total quantity for	CET 700	=	571 C.Y.	
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK				S.F.
Sheet #	At the following locations:				
	AS PER SPECIAL CARE EXCAVATION PLAN				1180
	Total quantity for	CET 802A	=	1180 S.F.	
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK				L.F.
Sheet #	At the following locations:				
	AS PER SPECIAL CARE EXCAVATION PLAN				330
	Total quantity for	CET 802B	=	330 L.F.	
CET 1006V	6" VERTICAL OR ROLLED WATER MAIN OFFSET				EA.
	At the following locations:				
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE				1
	Total quantity for	CET 1006V	=	1 EA.	
CET 1008V	8" VERTICAL OR ROLLED WATER MAIN OFFSET				EA.
Sheet #	At the following locations:				
U-7	INTERSECTION OF SOUTH 9TH STREET AND ROEBLING STREET				1
	Total quantity for	CET 1008V	=	1 EA.	
CET 1012V	12" VERTICAL OR ROLLED WATER MAIN OFFSET				EA.
Sheet #	At the following locations:				

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
BOROUGH OF BROOKLYN

U-2	MANHOLE #76 (INTERSECTION OF BROADWAY AND HAVEMEYER STREET)					1
	Total quantity for	CET 1012V	=	1	EA.	
CET 1020V	20" VERTICAL OR ROLLED WATER MAIN OFFSET					EA.
Sheet #	At the following locations:					
U-1	INTERSECTION OF BROADWAY AND ROEBLING STREET @ STATION 95+63.14					1
	Total quantity for	CET 1020V	=	1	EA.	

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE
TIME WARNER CABLE OF NEW YORK CITY
HWK1130B
Reconstruction of Williamsburg Bridge Plaza
Borough of Brooklyn

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
300	SPECIAL CARE EXCAVATION AND BACKFILLING	CY	5

TIME WARNER CABLE
SUPPORT & PROTECTION
HWK1130B
Reconstruction of Williamsburg Bridge Plaza
Borough of Brooklyn

CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	CY
	At the following locations:	
	SEC South 4th Street & Havemeyer Street	2
	Roebling Street between Division Ave. & South 9th Street	3
	Total quantity for CET 300	5

Support & Protection
CONTRACT NO HWK1130B
Williamsburg Bridge Plaza
Borough of Brooklyn

CET Item Number	Description	Unit	Estimated Quantity
100.1	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 1)	Each	7
100.2	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 2)	Each	3
200	Extra Depth Excavation Of Catch Basin Chute Connection Pipes	LF	300
225	Installation And/Or Removal Of Catch Basins With Utility Interferences	Each	4
300	Special Care Excavation & Backfilling	CY	100
400	Test Pits	CY	50
636EA	Adjustment Of Utility Hardware (Under 7")	Each	10
636EB	Adjustment Of Utility Hardware (7" To 14")	Each	3
636EC	Adjustment Of Utility Hardware (14" To 30")	Each	1
700	Special Modification Of Work To Accommodate Utilities	CY	10
710.1	Removal of Abandoned Utility Steel/Cast Iron Pipes	LF	350
802B	Special Care For Installation Of New Curbs	LF	100

CET Item Number	Description
100.1	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 1) At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 7 Ea.
100.2	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 2) At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 3 Ea.
200	Extra Depth Excavation Of Catch Basin Chute Connection Pipes At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 300 LF
225	Installation And/Or Removal Of Catch Basins With Utility Interferences At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 4 Ea.
300	Special Care Excavation & Backfilling At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 100 CY
400	Excavation of Test Pits At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 50 CY
636EA	Adjustment Of Utility Hardware (under 7" width) At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 10 Ea.
636EB	Adjustment Of Utility Hardware (7" To 14") At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 3 Ea.

CET Item Description
Number

636EC **Adjustment Of Utility Hardware (14" To 30")**

At the following locations:
AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID
Quantity – 1 Ea.

700 **Special Modification Of Work To Accommodate Underground Utilities with Limited Cover**

At the following locations:
AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID
Quantity – 10 CY

710.1 **Removal of Abandoned Utility Steel/Cast Iron Pipes**

At the following locations:
AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID
Quantity – 350 LF

802B **Special Care For Installation Of New Curbs**

At the following locations:
AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID
Quantity – 100 LF

SECTION U WORKSHEET

HWK1130B

FOR INFORMATION ONLY

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

FOR VERIZON

SAFE ROUTES TO SCHOOL - PS 59 AND PS 375

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.	3
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	1
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	1
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	1
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	1
CET 200.2	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	15
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	4
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	4
CET 400	TEST PITS	C.Y.	20
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	96
CET 402T.1	EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT	L.F.	20
CET 402T.1A	EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.	20
CET 402T.2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.	780
CET 402T.2A	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.	20
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.	330
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	70
CET 636 EE RD	ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH) IN ROADWAY	EA.	6
CET 710.1	REM. OF ABND. UTILITY STEEL/CAST IRON PIPE, UP TO & INCL. 12" DIAM. PIPES	L.F.	50
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.	600
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.	52
CET 1008V	8" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	1

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130E
SAFE ROUTES TO SCHOOL - PS 59 AND PS 375

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.
	At the following locations:	
	S/S PARK AVENUE APPROX. 55' E/O THROOP AVENUE (P.S. 59)	1
	E/S THROOP AVENUE APPROX. 475' S/O PARK AVENUE (P.S. 59)	1
	S/S SULLIVAN PLACE B/O FRANKLIN AVENUE (P.S. 375)	1
	Total quantity for CET 100.1 =	3
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.
	At the following locations:	
	E/S THROOP AVENUE APPROX. 200' S/O PARK AVENUE (P.S. 59)	1
	Total quantity for CET 100.2 =	1
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.
	At the following locations:	
	E/S THROOP AVENUE S/O PARK AVENUE (P.S. 59)	1
	Total quantity for CET 100.3 =	1
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	S/S PARK AVENUE APPROX. 65' E/O THROOP AVENUE (P.S. 59)	1
	Total quantity for CET 108.1 =	1
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	N/W CORNER OF FRANKLIN AVENUE AND MONTGOMERY STREET (P.S. 375)	1
	Total quantity for CET 108.2 =	1
CET 200.2	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.
	At the following locations:	
	E/S THROOP AVENUE S/O PARK AVENUE (P.S. 59)	15
	Total quantity for CET 200.2 =	15

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
SAFE ROUTES TO SCHOOL - PS 59 AND PS 375

CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	E/S THROOP AVENUE S/O PARK AVENUE (P.S. 59)	1
	W/S THROOP AVENUE S/O PARK AVENUE (P.S. 59)	1
	E/S THROOP AVENUE APPROX. 200' S/O PARK AVENUE (P.S. 59)	1
	E/S THROOP AVENUE APPROX. 475' S/O PARK AVENUE (P.S. 59)	1
	Total quantity for CET 225.1B =	4
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.
	At the following locations:	
	E/S THROOP AVENUE APPROX. 200' S/O PARK AVENUE (P.S. 59)	2
	E/S THROOP AVENUE APPROX. 475' S/O PARK AVENUE (P.S. 59)	2
	Total quantity for CET 300 =	4
CET 400	TEST PITS	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	20
	Total quantity for CET 400 =	20
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.
	At the following locations:	
	E/S THROOP AVENUE S/O PARK AVENUE (P.S. 59)	5
	E/S THROOP AVENUE APPROX. 200' S/O PARK AVENUE (P.S. 59)	28
	E/S THROOP AVENUE APPROX. 475' S/O PARK AVENUE (P.S. 59)	5
	N/E CORNER OF THROOP AVENUE AND MYRTLE AVENUE (P.S. 59)	40
	S/S SULLIVAN PLACE E/O FRANKLIN AVENUE (P.S. 375)	18
	Total quantity for CET 401 =	96
CET 402T.1	EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	20
	Total quantity for CBT 402T.1 =	20

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
SAFE ROUTES TO SCHOOL - PS 59 AND PS 375

CET 402T.1A	EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	20
	Total quantity for CET 402T.1A =	20
CET 402T.2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.
	At the following locations:	
	E/S THROOP AVENUE S/O PARK AVENUE (P.S. 59)	30
	E/S THROOP AVENUE APPROX. 200' S/O PARK AVENUE (P.S. 59)	120
	E/S THROOP AVENUE APPROX. 475' S/O PARK AVENUE (P.S. 59)	30
	N/E CORNER OF THROOP AVENUE AND MYRTLE AVENUE (P.S. 59)	540
	S/S SULLIVAN PLACE E/O FRANKLIN AVENUE (P.S. 375)	60
	Total quantity for CET 402T.2 =	780
CET 402T.2A	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	20
	Total quantity for CET 402T.2A =	20
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.
	At the following locations:	
	N/E CORNER OF THROOP AVENUE AND MYRTLE AVENUE (P.S. 59)	240
	S/S SULLIVAN PLACE E/O FRANKLIN AVENUE (P.S. 375)	90
	Total quantity for CET 403 =	330
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.
	At the following locations:	
	S/S PARK AVENUE E/O THROOP AVENUE (P.S. 59)	10
	S/S SULLIVAN PLACE E/O FRANKLIN AVENUE (P.S. 375)	60
	Total quantity for CET 500 =	70

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
SAFE ROUTES TO SCHOOL - PS 59 AND PS 375

CET 636 EE RD	ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH) IN ROADWAY	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	6
	Total quantity for CET 636 EE RD =	6
CET 710.1	REM. OF ABND. UTILITY STEEL/CAST IRON PIPE, UP TO & INCL. 12" DIAM. PIPES	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	50
	Total quantity for CET 710.1 =	50
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.
	At the following locations:	
	S/S PARK AVENUE E/O THROOP AVENUE (P.S. 59)	150
	N/E CORNER OF THROOP AVENUE AND MYRTLE AVENUE (P.S. 59)	450
	Total quantity for CET 802A =	600
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.
	At the following locations:	
	S/S PARK AVENUE E/O THROOP AVENUE (P.S. 59)	30
	E/S THROOP AVENUE N/O MYRTLE AVENUE (P.S. 59)	10
	N/E CORNER OF THROOP AVENUE AND MYRTLE AVENUE (P.S. 59)	12
	Total quantity for CET 802B =	52
CET 1008V	8" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	1
	Total quantity for CET 1008V =	1

**Support & Protection
CONTRACT NO HWK1130B (E1)
Safe Routes To Schools
Borough of Brooklyn**

CET Item Number	Description	Unit	Estimated Quantity
100.1	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 1)	Each	4
200	Extra Depth Excavation Of Catch Basin Chute Connection Pipes	LF	200
225	Installation And/Or Removal Of Catch Basins With Utility Interferences	Each	1
300	Special Care Excavation & Backfilling	CY	150
400	Test Pits	CY	100
636EA	Adjustment Of Utility Hardware (Under 7")	Each	10
636EB	Adjustment Of Utility Hardware (7" To 14")	Each	6
636EC	Adjustment Of Utility Hardware (14" To 30")	Each	2
802B	Special Care For Installation Of New Curbs	LF	100

CET Item Number	Description
100.1	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 1) At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 4 Ea.
200	Extra Depth Excavation Of Catch Basin Chute Connection Pipes At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 200 LF
225	Installation And/Or Removal Of Catch Basins With Utility Interferences At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 1 Ea.
300	Special Care Excavation & Backfilling At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 150 CY
400	Excavation of Test Pits At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 100 CY
636EA	Adjustment Of Utility Hardware (under 7" width) At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 10 Ea.
636EB	Adjustment Of Utility Hardware (7" To 14") At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 6 Ea.
636EC	Adjustment Of Utility Hardware (14" To 30") At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 2 Ea.

nationalgrid

287 Maspeth Avenue
Brooklyn, N.Y. 11211-1788

CET Item Description
Number

802B Special Care For Installation Of New Curbs

At the following locations:

AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID

Quantity - 100 LF

SECTION U WORKSHEET

HWK1130B

FOR INFORMATION ONLY

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

FOR VERIZON

ARISTA PREP SCHOOL AND OHOLEI TORAH ELEMENTARY SCHOOL

SAFE ROUTES TO SCHOOL

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	1
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	10
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.	100
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.	5

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWK1130B
SAFE ROUTES TO SCHOOL
ARISTA PREP SCHOOL AND OHOLEI TORAH ELEMENTARY SCHOOL

CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	E/S BROOKLYN AVENUE N/O EASTERN PARKWAY WB SERVICE ROAD	1
	Total quantity for CET 108.1 = 1	
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.
	At the following locations:	
	E/S BROOKLYN AVENUE N/O EASTERN PARKWAY WB SERVICE ROAD	10
	Total quantity for CET 500 = 10	
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.
	At the following locations:	
	E/S BROOKLYN AVENUE N/O EASTERN PARKWAY WB SERVICE ROAD	100
	Total quantity for CET 802A = 100	
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.
	At the following locations:	
	E/S BROOKLYN AVENUE N/O EASTERN PARKWAY WB SERVICE ROAD	5
	Total quantity for CET 802B = 5	

Support & Protection
CONTRACT NO HWK1130B (H1)
Safe Routes To Schools
Borough of Brooklyn

CET Item Number	Description	Unit	Estimated Quantity
100.1	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 1)	Each	1
108.1	Utilities Crossing Trench For Water Main Up to And Incl. 12" Diameter (Type .1)	Each	1
200	Extra Depth Excavation Of Catch Basin Chute Connection Pipes	LF	20
225	Installation And/Or Removal Of Catch Basins With Utility Interferences	Each	1
300	Special Care Excavation & Backfilling	CY	25
400	Test Pits	CY	50
636EA	Adjustment Of Utility Hardware (Under 7")	Each	10
636EB	Adjustment Of Utility Hardware (7" To 14")	Each	1
636EC	Adjustment Of Utility Hardware (14" To 30")	Each	1
700	Special Modification Of Work To Accommodate Utilities	CY	10
710.1	Removal of Abandoned Utility Steel/Cast Iron Pipes	LF	50
800	Modification of Trolley Structures Removal	LF	10
802A	Special Care For Installation Of New Sidewalks	SF	20
802B	Special Care For Installation Of New Curbs	LF	10

CET Item Number	Description
100.1	Utilities Crossing Trench For Catch Basin Chute Connect, And/Or Test Pit (Type . 1) 4" to 10" dia. At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 1 Ea.
108.1	Utilities Crossing Trench For Water Main Up to And Incl. 12" Diameter (Type .1) At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 1 Ea.
200	Extra Depth Excavation Of Catch Basin Chute Connection Pipes At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 20 LF
225	Installation And/Or Removal Of Catch Basins With Utility Interferences At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 1 Ea.
300	Special Care Excavation & Backfilling At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 25 CY
400	Excavation of Test Pits At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 50 CY
636EA	Adjustment Of Utility Hardware (under 7" width) At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 10 Ea.
636EB	Adjustment Of Utility Hardware (7" To 14") At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity -1 Ea.

CET Item Number	Description
636EC	Adjustment Of Utility Hardware (14" To 30") At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 1 Ea.
700	Special Modification Of Work To Accommodate Underground Utilities with Limited Cover At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 10 CY
710.1	Removal of Abandoned Utility Steel/Cast Iron Pipes At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 50 LF
800	Modification of Trolley Structures Removal At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 10 LF
802A	Special Care For Installation Of New Sidewalks At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 20 SF
802B	Special Care For Installation Of New Curbs At the following locations: AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID Quantity - 10 LF

SECTION U-3

(NO TEXT IN THIS SECTION)

TEST PITS

- (1) **THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.**

- (2) **DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.**

- (3) **RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.**

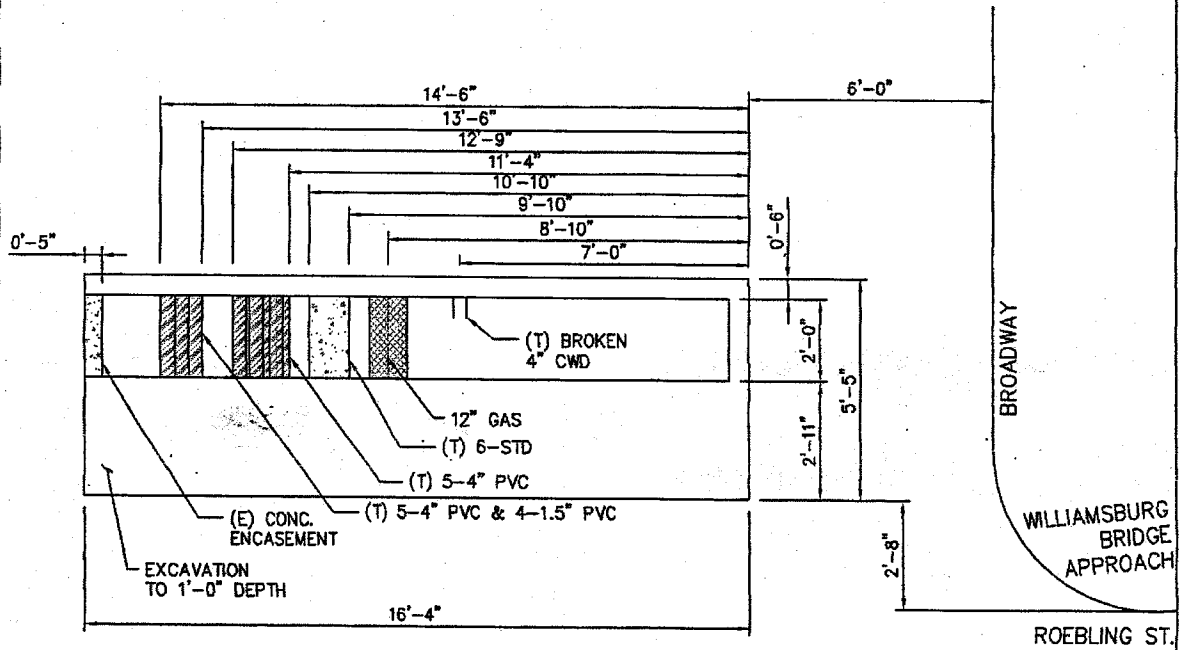
(NO TEXT IN THIS SECTION)



JOB: WILLIAMSBURG BRIDGE PLAZA, BK PREPARED BY: J. LOPEZ DATE: 01/14/2014
JOB NO: HWK1130B CHECKED BY: G. CASTRO DATE: 01/21/2014

TEST PIT # 1 LOCATION: BWAY AND ROEBLING ST
PURPOSE: LOCATE FACILITIES (APPROACH TO WILLIAMSBURG BRIDGE)

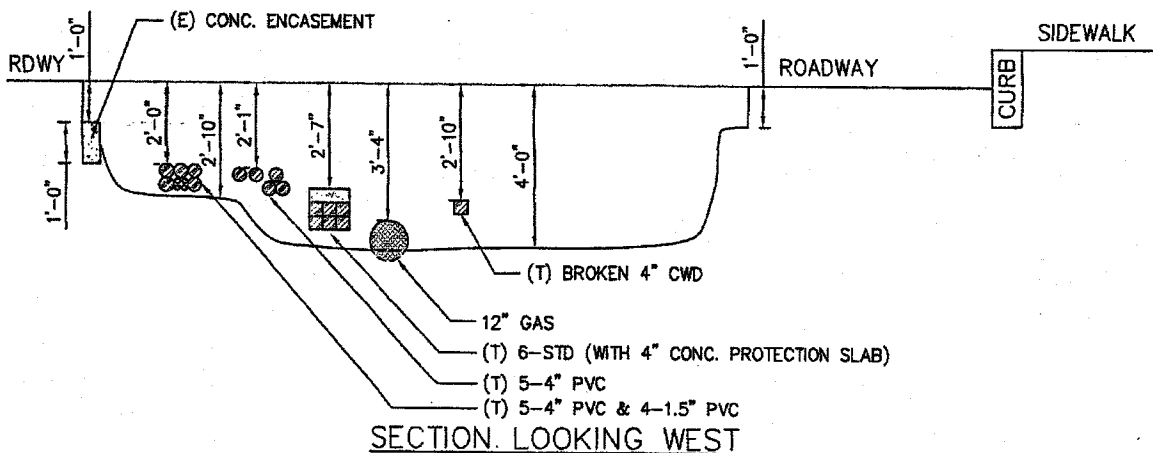
TEST PIT DIMENSION
16'-4" X 5'-5" X (DEPTH VARIES: 12" TO 4'-0")



NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS



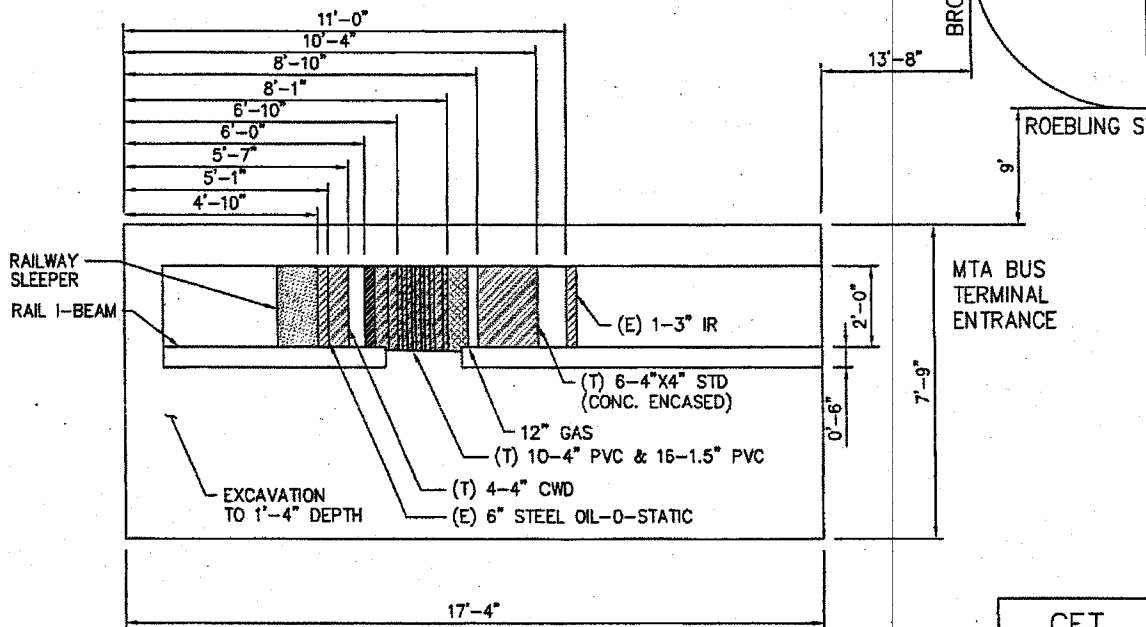
SECTION. LOOKING WEST



JOB: WILLIAMSBURG BRIDGE PLAZA, BK PREPARED BY: J.LOPEZ DATE: 01/15/2014
JOB NO: HWK1130B CHECKED BY: G.CASTRO DATE: 01/21/2014

TEST PIT # 2 LOCATION: BWAY AND ROEBLING ST (MTA TERMINAL ENTRANCE)
PURPOSE: LOCATE FACILITIES

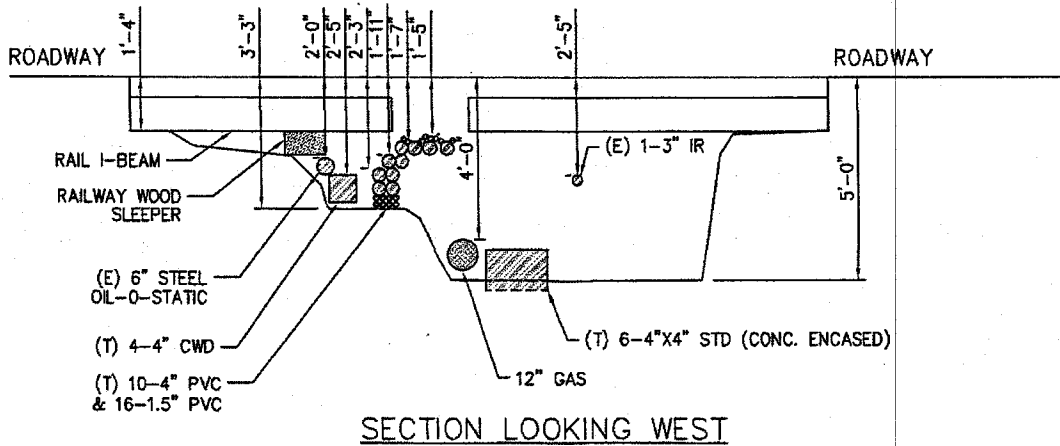
TEST PIT DIMENSION
17'-4"X7'-9"X(DEPTH VARIES: 1'-4" TO 5'-0")



NOTE:
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SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS



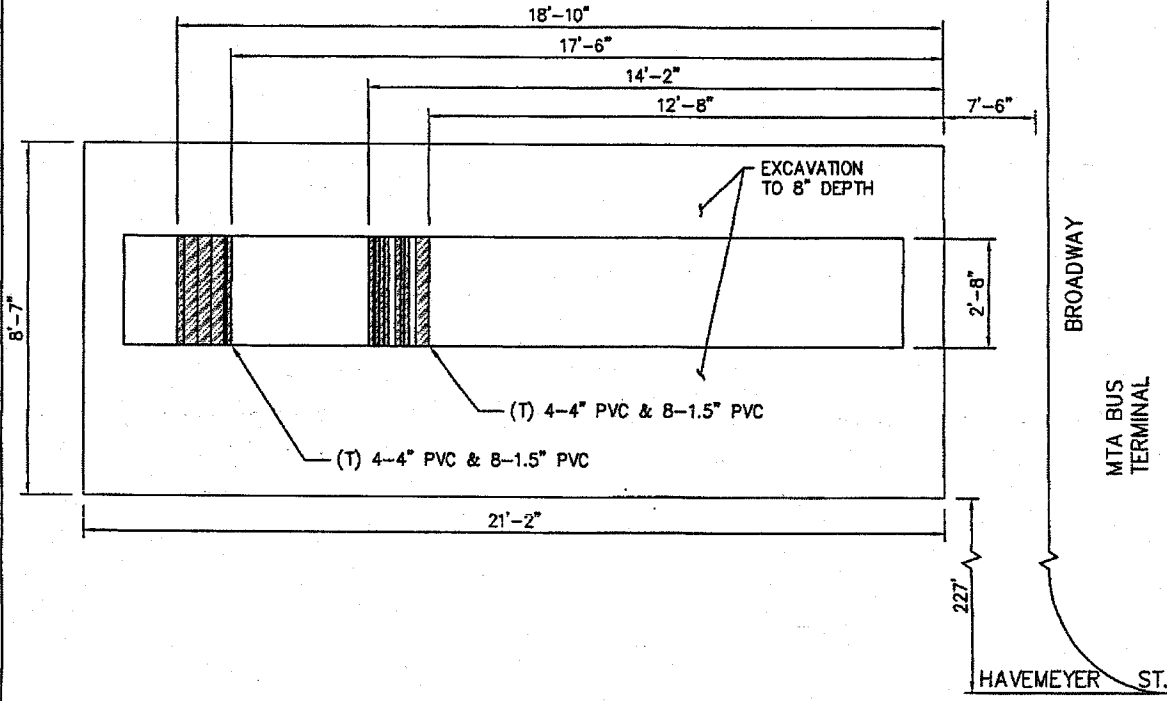
SECTION LOOKING WEST



JOB: WILLIAMSBURG BRIDGE PLAZA, BK PREPARED BY: J. LOPEZ DATE: 01/13/2014
JOB NO: HWK1130B CHECKED BY: G. CASTRO DATE: 01/21/2014

TEST PIT # 3 LOCATION: BROADWAY BETWEEN ROEBLING AND HAVEMEYER
PURPOSE: LOCATE FACILITIES

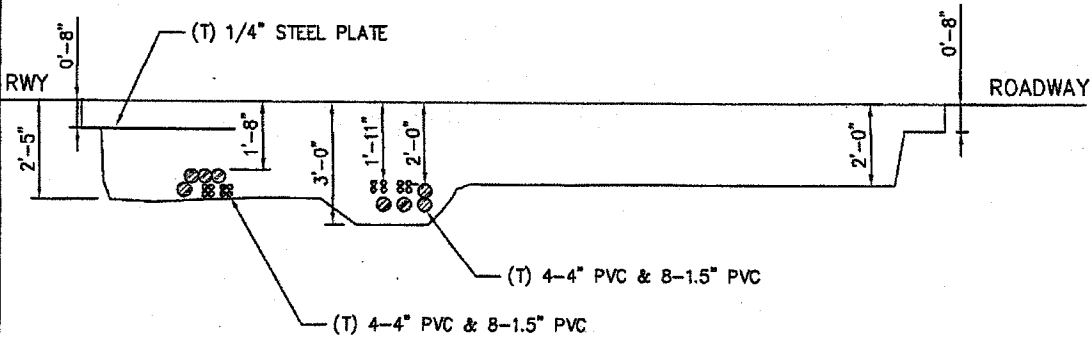
TEST PIT DIMENSION
21'-2" X 8'-7" X (DEPTH VARIES: 8" TO 3'-0")



NOTE:
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SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS



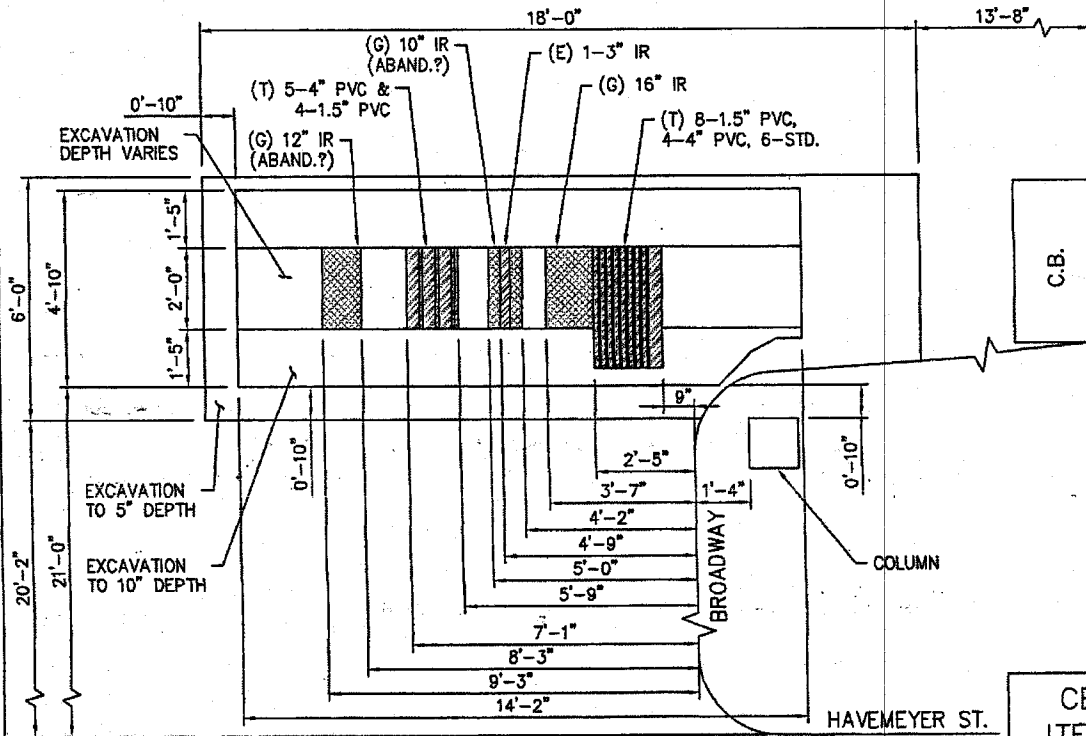
SECTION LOOKING WEST



JOB: WILLIAMSBURG BRIDGE PLAZA, BK PREPARED BY: J. LOPEZ DATE: 01/31/2014
JOB NO: HWK1130B CHECKED BY: G. CASTRO DATE: 02/07/2014

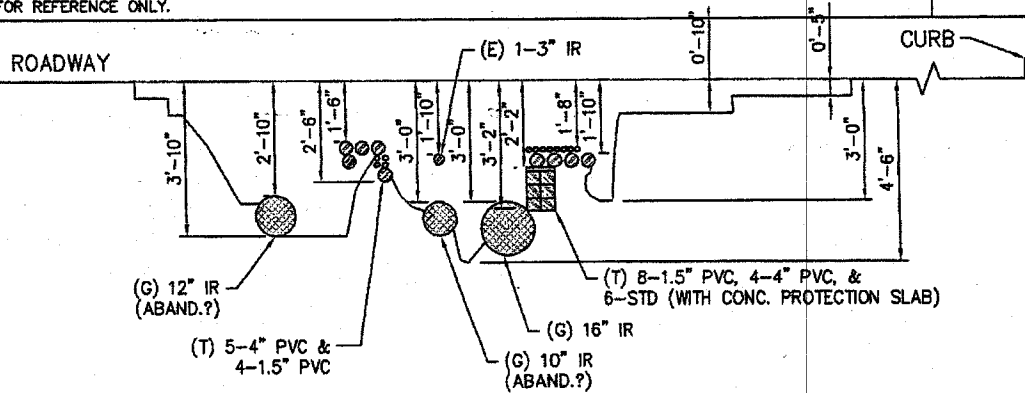
TEST PIT # 4 LOCATION: BROADWAY AT NW CORNER WITH HAVEMEYER ST.
PURPOSE: LOCATE FACILITIES

TEST PIT DIMENSION
18'-0" X 6'-0" X (DEPTH VARIES 5" TO 4'-6")



PLAN

NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.



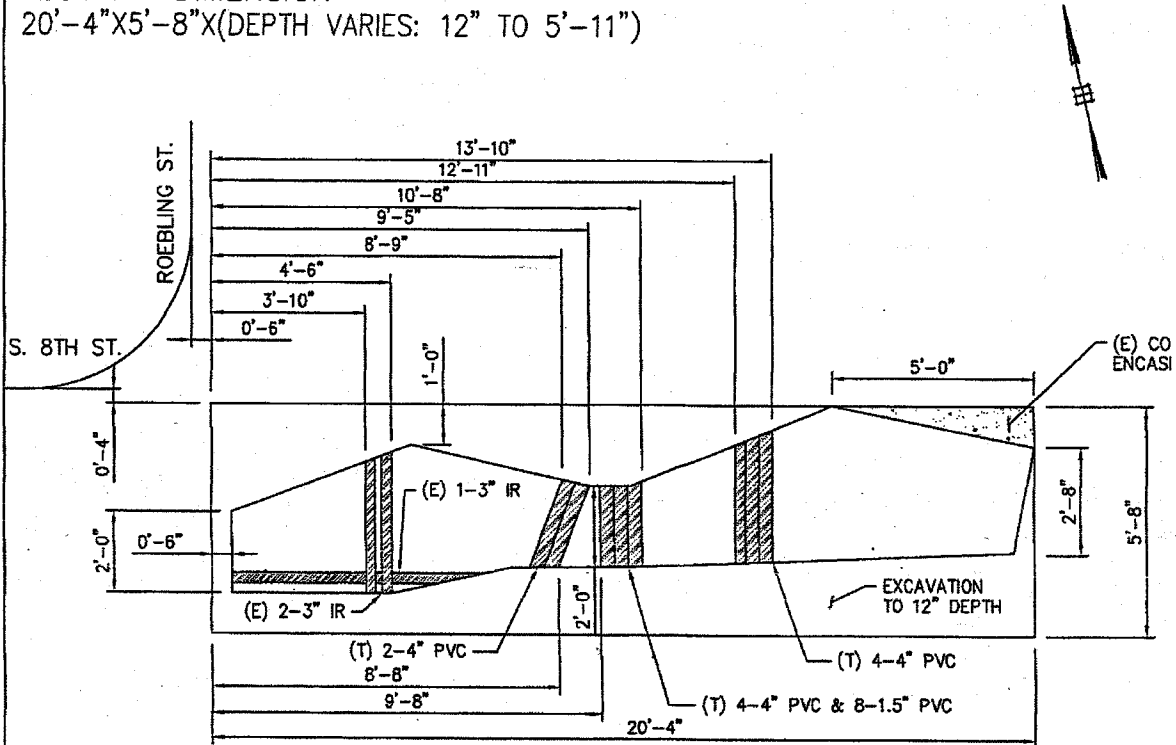
SECTION LOOKING WEST



JOB: WILLIAMSBURG BRIDGE PLAZA, BK PREPARED BY: J. LOPEZ DATE: 01/14/2014
JOB NO: HWK1130B CHECKED BY: G. CASTRO DATE: 01/21/2014

TEST PIT # 5 LOCATION: NW CORNER OF S. 8TH ST. AND ROEBLING ST.
PURPOSE: LOCATE FACILITIES

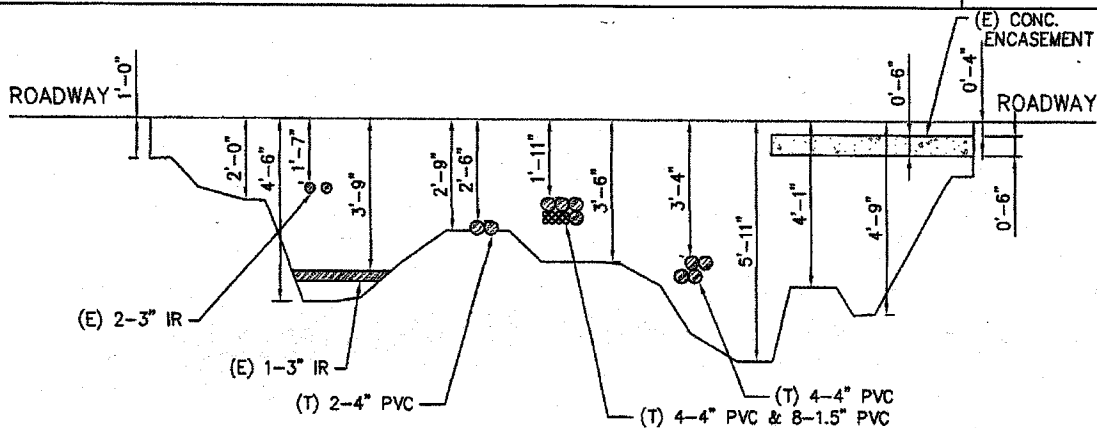
TEST PIT DIMENSION
20'-4" X 5'-8" (DEPTH VARIES: 12" TO 5'-11")



NOTE:
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SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS



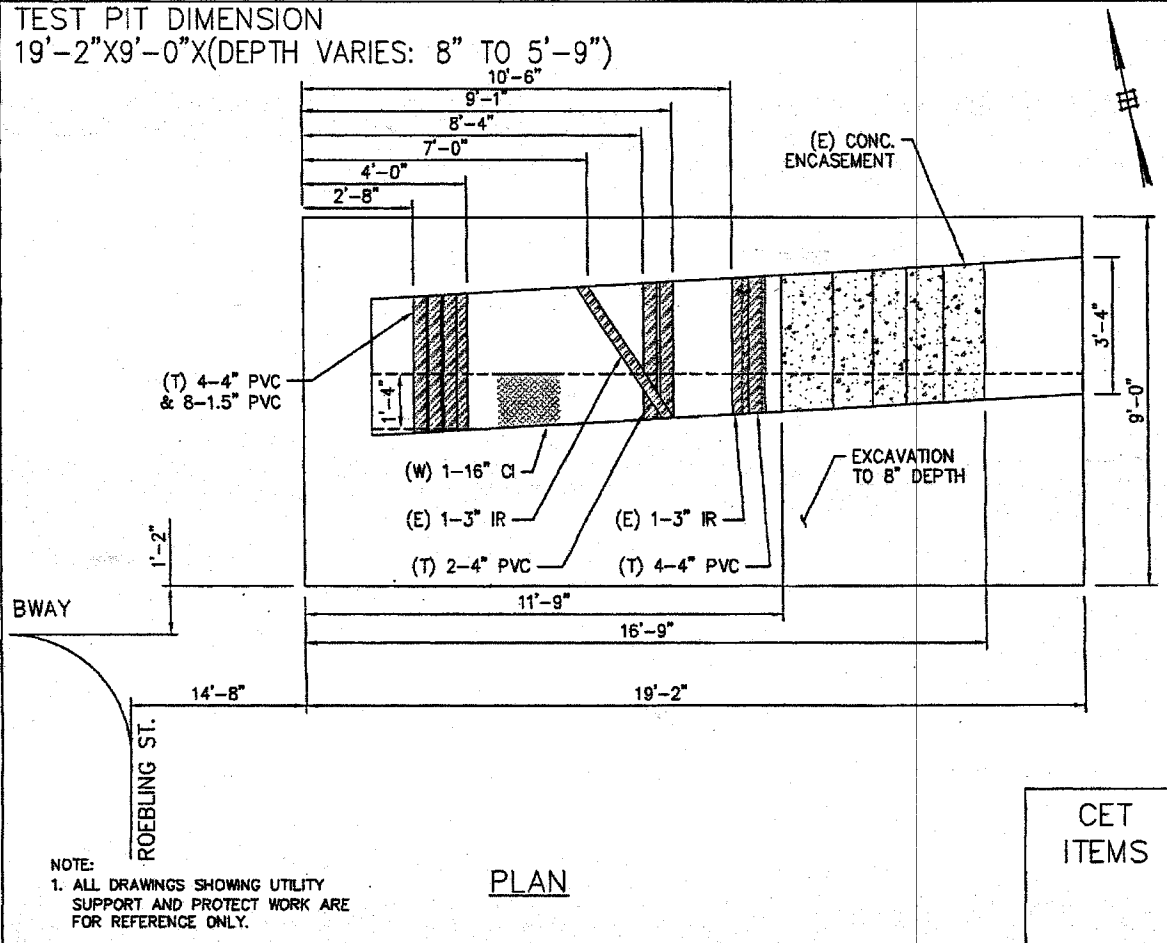
SECTION LOOKING NORTH



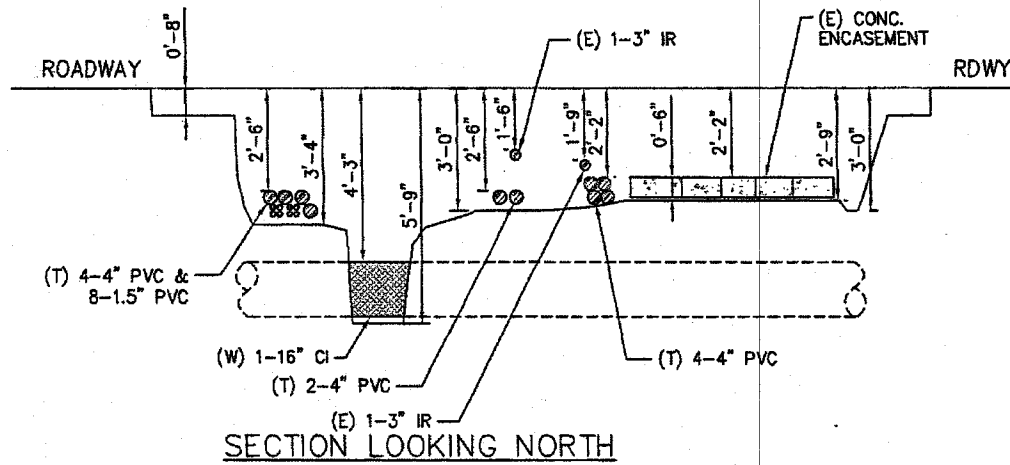
JOB: WILLIAMSBURG BRIDGE PLAZA, BK PREPARED BY: J. LOPEZ DATE: 01/14/2014
JOB NO: HWK1130B CHECKED BY: G. CASTRO DATE: 01/21/2014

TEST PIT # 6 LOCATION: SW CORNER OF BROADWAY AND ROEBLING ST.
PURPOSE: LOCATE FACILITIES

TEST PIT DIMENSION
19'-2" X 9'-0" X (DEPTH VARIES: 8" TO 5'-9")



PLAN



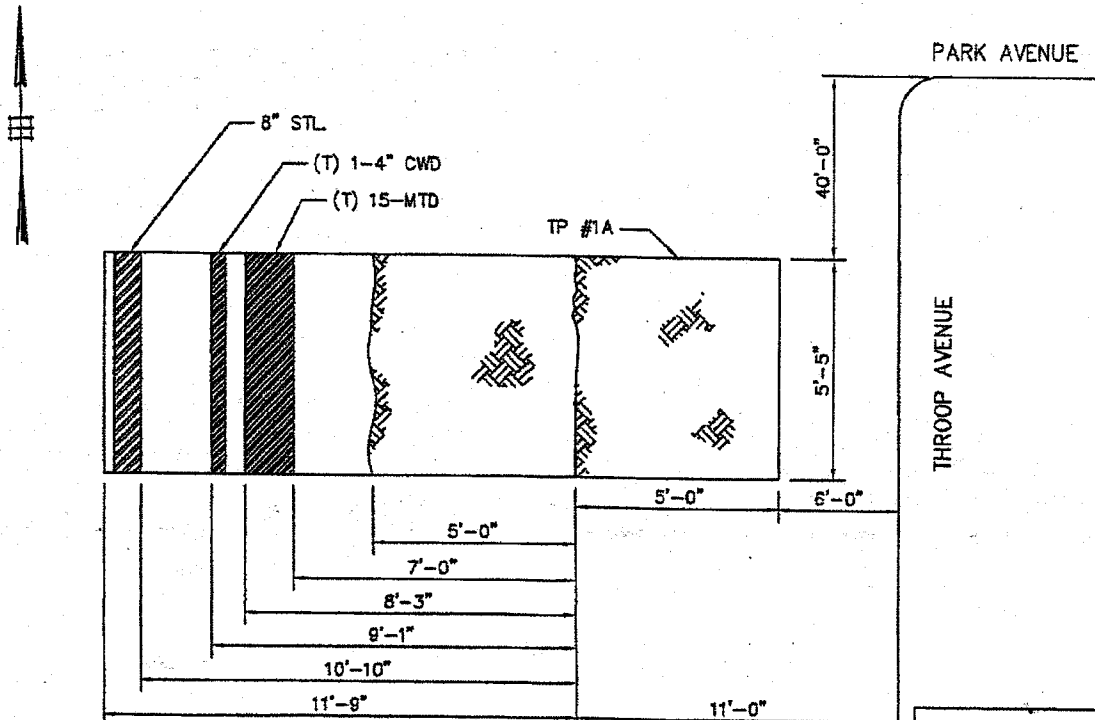
SECTION LOOKING NORTH



JOB NO.: HWK1130B
JOB: SAFE ROUTES TO SCHOOL
P.S. 59 AND P.S. 375

TEST PIT #: 1
TP DATE: 07/18/2012
INSPECTOR: JEB

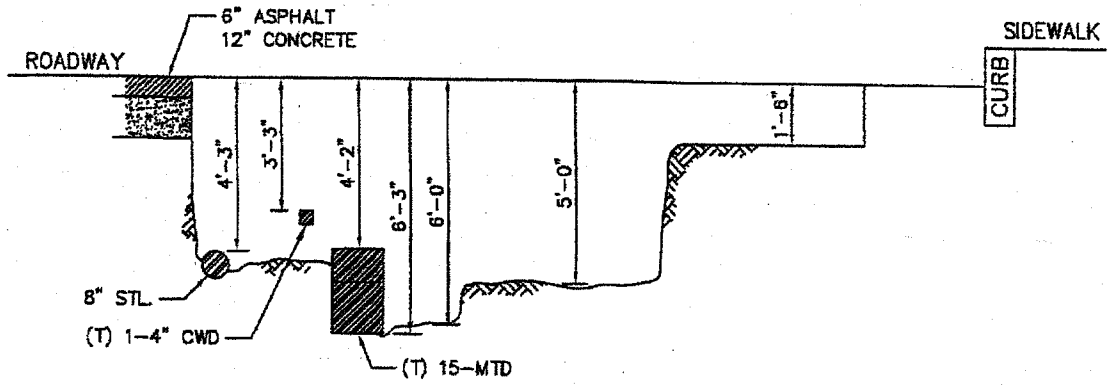
LOCATION: 6'-0" W/E/C THROOP AVENUE 40'-0" S/S/C PARK AVENUE
PURPOSE: LOCATE FACILITIES
DIMENSION: 11'-9" x 5'-5" x 4'-3" VOLUME: 10.0 C.Y. SHEET NO. 1 OF 5



NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS
100.3, 200.2,
225.1B,
401, 402.2T



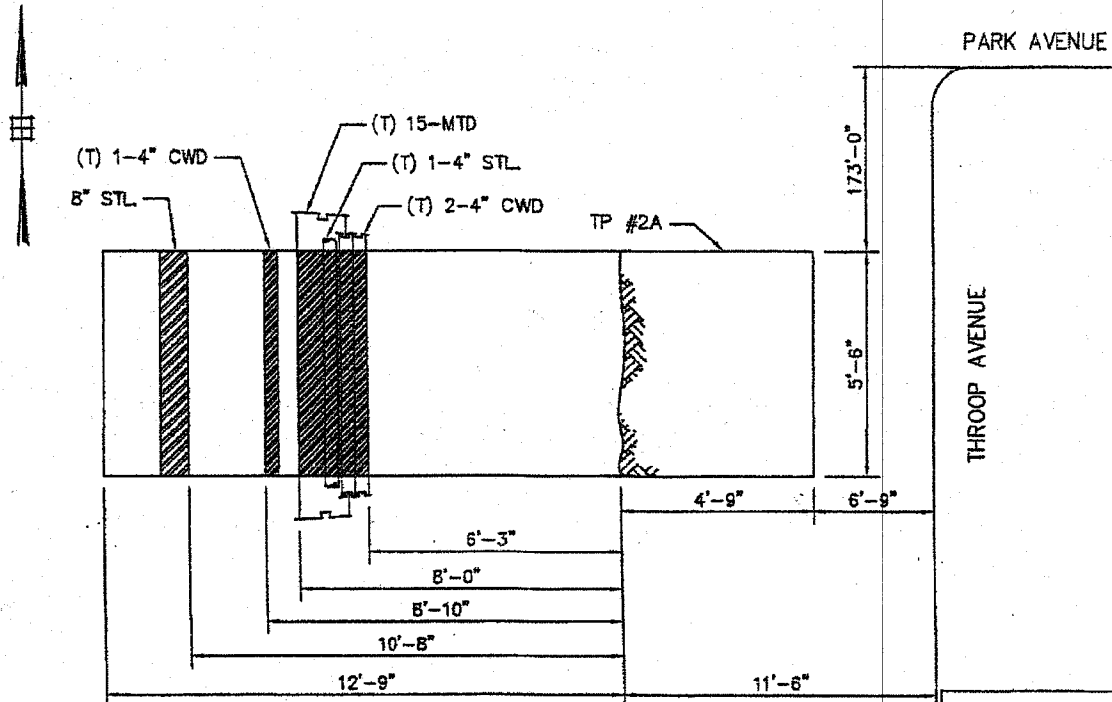
SECTION LOOKING NORTH



JOB NO.: HWK1130B
JOB: SAFE ROUTES TO SCHOOL
P.S. 59 AND P.S. 375

TEST PIT #: 2
TP DATE: 07/18/2012
INSPECTOR: JEB

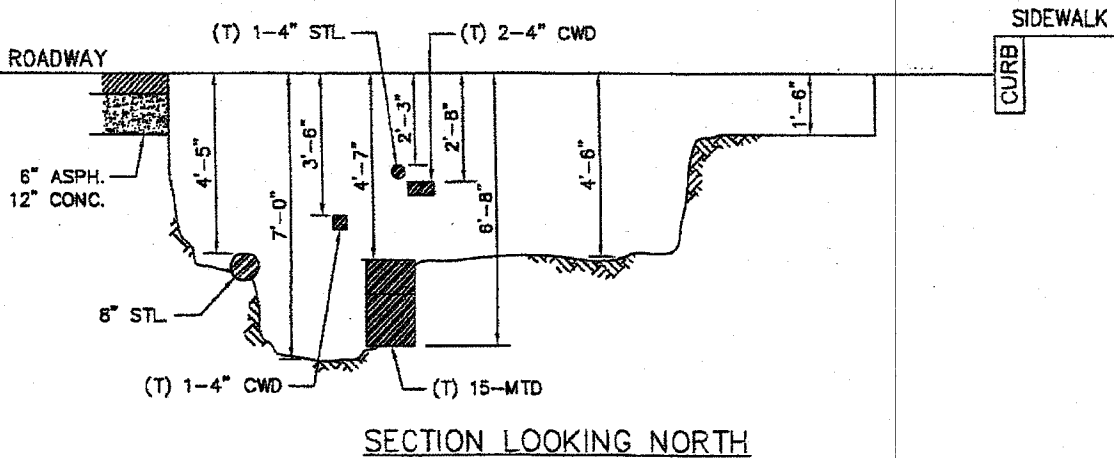
LOCATION: 6'-6" W/E/C THROOP AVENUE 173'-0" S/S/C PARK AVENUE
PURPOSE: LOCATE FACILITIES
DIMENSION: 12'-9"x5'-6"x4'-9" VOLUME: 12.5 C.Y. SHEET NO. 2 OF 5



NOTE:
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SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS
100.2,
225.1B, 300
401, 402.2T



SECTION LOOKING NORTH



JOB NO.: HWK1130B

TEST PIT #: 3

JOB: SAFE ROUTES TO SCHOOL

TP DATE: 07/18/2012

P.S. 59 AND P.S. 375

INSPECTOR: JEB

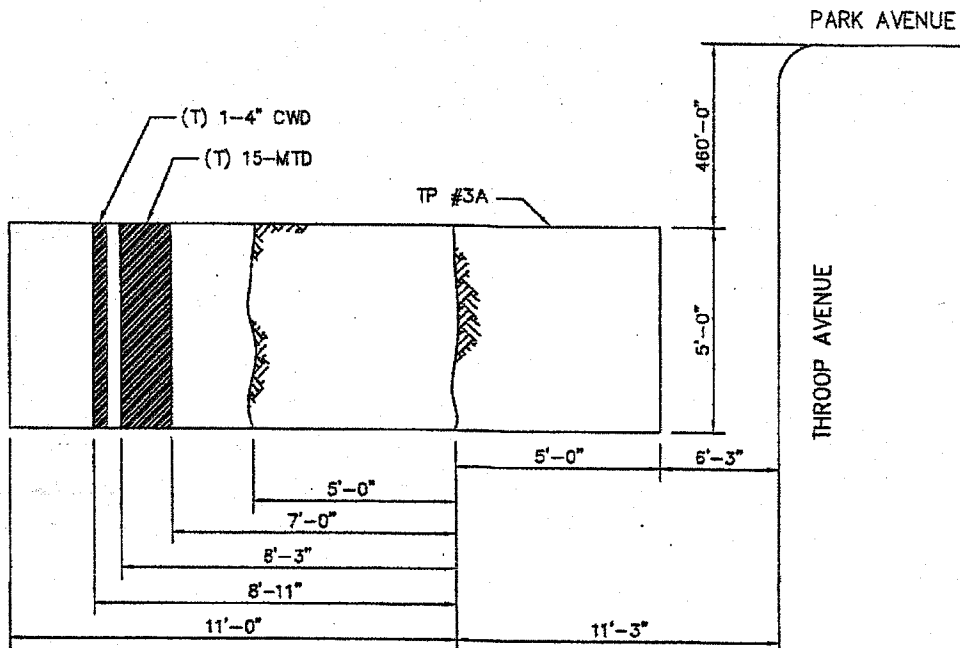
LOCATION: 6'-3" W/E/C THROOP AVENUE 460'-0" S/S/C PARK AVENUE

PURPOSE: LOCATE FACILITIES

DIMENSION: 11'-0" x 5'-0" x 4'-10"

VOLUME: 10.0 C.Y.

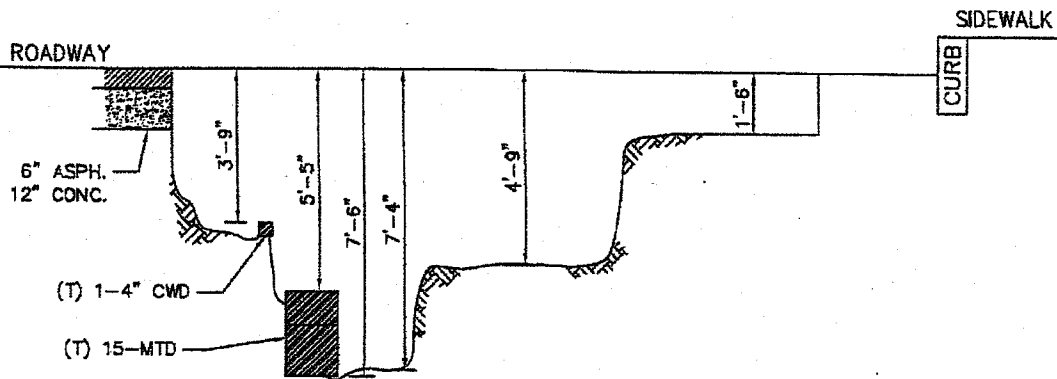
SHEET NO. 3 OF 5



NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS
100.1,
225.1B, 300
401, 402.2T



SECTION LOOKING NORTH



JOB NO.: HWK1130B

TEST PIT # 4

JOB: SAFE ROUTES TO SCHOOL

TP DATE: 07/18/2012

P.S. 59 AND P.S. 375

INSPECTOR: JEB

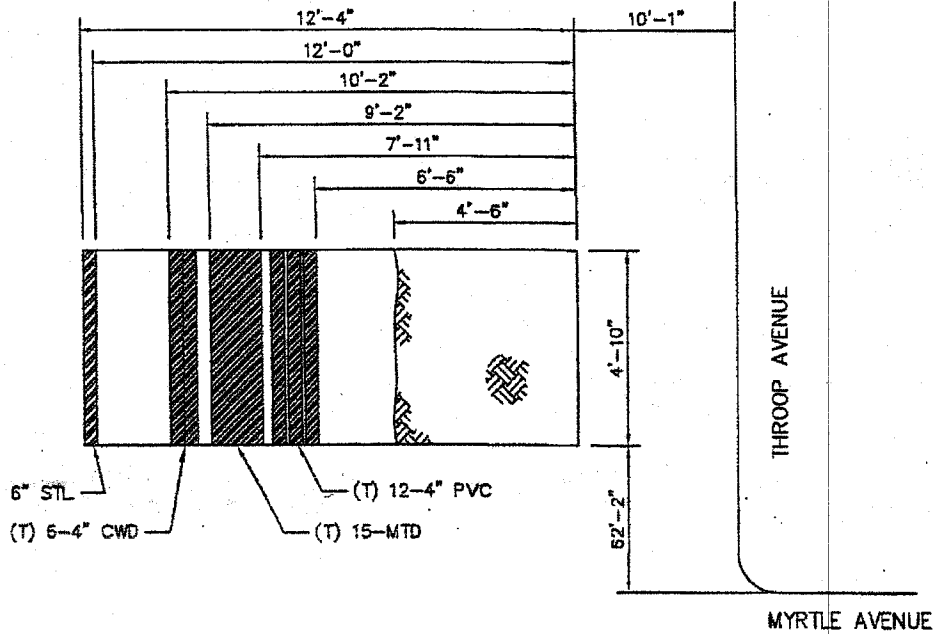
LOCATION: 10'-1" W/E/C THROOP AVENUE 62'-2" N/N/C MYRTLE AVENUE

PURPOSE: LOCATE FACILITIES

DIMENSION: 12'-4"x4'-10"x6'-6"

VOLUME: 14.2 C.Y.

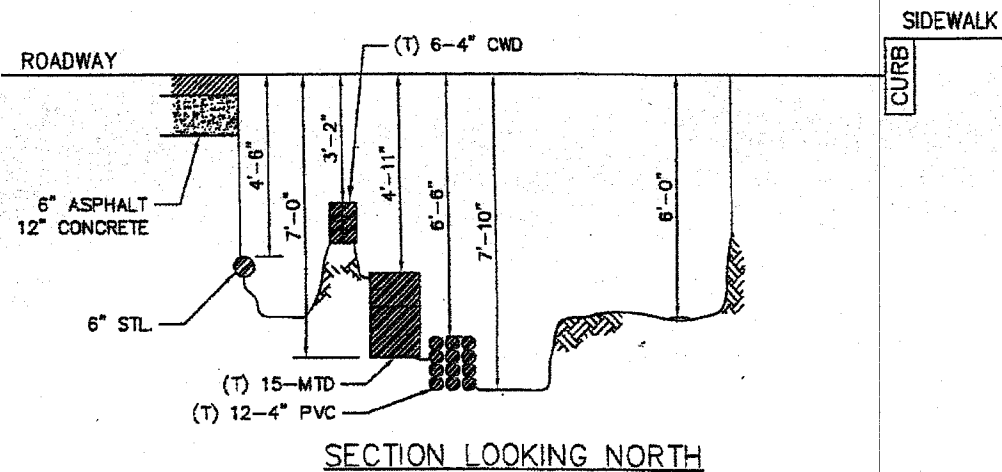
SHEET NO. 4 OF 5



NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS



SECTION LOOKING NORTH



JOB NO.: HWK1130B

TEST PIT #: 5

JOB: SAFE ROUTES TO SCHOOL

TP DATE: 07/19/2012

P.S. 59 AND P.S. 375

INSPECTOR: JEB

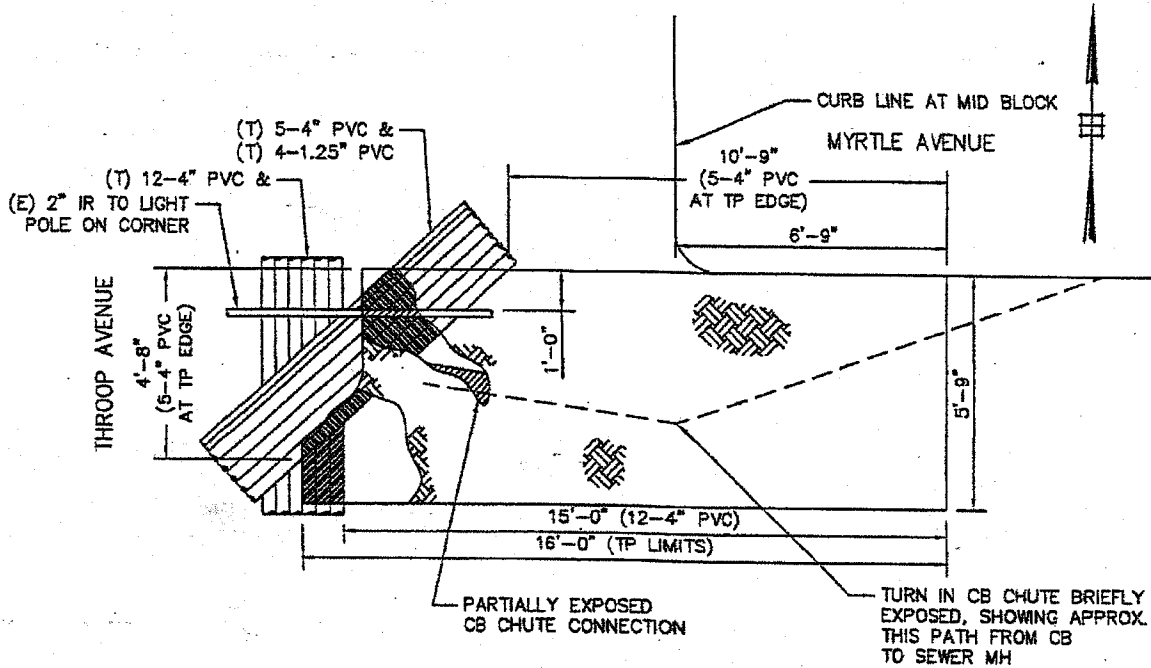
LOCATION: 6'-9" E/E/C THROOP AVENUE 0'-0" S/S/C MYRTLE AVENUE

PURPOSE: LOCATE FACILITIES

DIMENSION: 16'-0" x 5'-9" x 1'-9"

VOLUME: 6.0 C.Y.

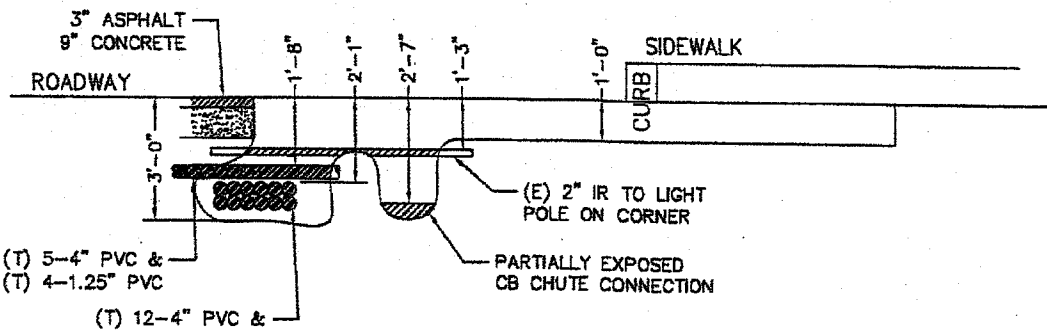
SHEET NO. 5 OF 5



NOTE:
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SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

CET
ITEMS
401, 402.2T
403
802A, 802B



SECTION LOOKING NORTH

END OF ADDENDUM No. 5

**This Addendum consists of Seventy-One (71) pages
and Fourteen (14) Sheets of contract drawings**

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE

P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

OHOLEI TORAH ELEMENTARY SCHOOL

ARISTA PREP SCHOOL

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 6

DATED: March 10, 2014

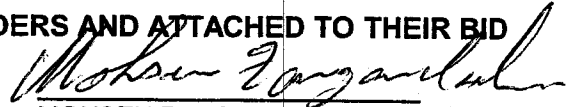
THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, page C-1 of the "BID FORM";
Delete page C-1 of the "BID FORM", in its entirety;
Substitute the attached revised page C-1 (R).
2. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum No. 1, page A1-101;
Insert the following text at the bottom of the page:
"(NO TEXT ON PAGES A1-102 THROUGH A1-107)"

END OF ADDENDUM NO. 6

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page and one (1) page of attachment.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____

**BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

**BID FOR FURNISHING ALL LABOR AND
MATERIAL NECESSARY AND REQUIRED FOR:**

PROJECT ID: HWK1130B

**RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:**

**RECONSTRUCTION OF WILLIAMSBURG BRIDGE PLAZA
AND**

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

**P.S. 59, WILLIAM FLOYD SCHOOL, 211 THROOP AVENUE
P.S. 375, JACKIE ROBINSON SCHOOL, 46 MCKEEVER PLACE**

AND

SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:

**OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL**

AND

NOSTRAND AVENUE WAYFINDING FOUNDATIONS

**INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

Name of Bidder: _____

Date of Bid Opening: _____

Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation ()

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Fax Number: _____

Bidder's E-Mail Address: _____

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners

Residence of Partners

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
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PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 7

DATED: March 18, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, page A1-2n in Addendum No. 1;
Delete Subsection 6.52CG.3. METHODS, in its entirety;
Substitute the following revised Subsection 6.52CG.3:

"6.52CG.3. METHODS. All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained, as approved by the Engineer, in controlling vehicular and pedestrian traffic at construction sites.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and active two-way radios shall be appropriate for use at roadway construction sites as approved by the Engineer.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item."

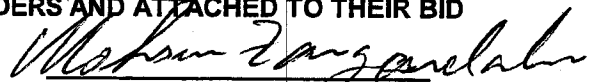
2. Refer to the Contract Drawings, SHEET 8 OF 63 (Sheet 10 of 139), TYPICAL SECTIONS, FULL DEPTH RECONSTRUCTION TYPICAL CROSS SECTION located in the upper left side of the sheet;
Add the words "NEW ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 3" THICK, ITEM 4.02 I4-3" and "CONCRETE BASE FOR PAVEMENT, 10" THICK, CLASS B-32 ITEM 4.04 EC", along with the Bus Terminal Pavement sketch, as shown on the attached Sketch #1;
Add the words "BUS PLAZA" under the words "ROEBLING STREET STA. 28+35+ TO 29+85+" as shown on the attached Sketch #1.
3. Refer to the Contract Drawings, SHEET 8 OF 63 (Sheet 10 of 139), TYPICAL SECTIONS, REINFORCED CONCRETE PAVEMENT, TYPICAL CROSS SECTION located in the upper right side of the sheet;
Insert "(11" THICK)" to the callout for Item 4.05 B.
4. Refer to the Contract Drawings, SHEET 8 OF 63 (Sheet 10 of 139), TYPICAL SECTIONS;
Change under the TYPICAL CROSS SECTION NOTES, located in the lower left side of the sheet, the words of Note 5 from "FOR BUS TERMINAL PAVEMENT RECONSTRUCTION, SEE DRAWING RC3." to "FOR PAVEMENT TYPES AND LOCATIONS, SEE DRAWING RC3."
5. Refer to the Contract Drawings, SHEET 13 OF 63 (Sheet 15 of 139), TYPE OF PAVEMENT PLAN;
Change the call out words "FULL DEPTH RECONSTRUCTION (TYP.)", located in the left side of the sheet, to read "FULL DEPTH RECONSTRUCTION (SEE NOTE 1)" as shown on the attached Sketch #2.
6. Refer to the Contract Drawings, SHEET 13 OF 63 (Sheet 15 of 139), TYPE OF PAVEMENT PLAN;
Add the words "FULL DEPTH RECONSTRUCTION (TYP., SEE NOTE 2)" and the line above that text for the project streets as shown on the attached Sketch No. 2.
7. Refer to the Contract Drawings, SHEET 13 OF 63 (Sheet 15 of 139), TYPE OF PAVEMENT PLAN;
Add the following note:

- "NOTES:**
1. FULL DEPTH RECONSTRUCTION IN THE BUS PLAZA SHALL BE PAID FOR UNDER ITEMS 4.04 EC AND 4.02 I4-3.
 2. FULL DEPTH RECONSTRUCTION IN THE PROJECT STREETS SHALL BE PAID FOR UNDER ITEMS 4.04 CC AND 4.02 I4-3."

END OF ADDENDUM NO. 7

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) page and two (2) pages of attachments.

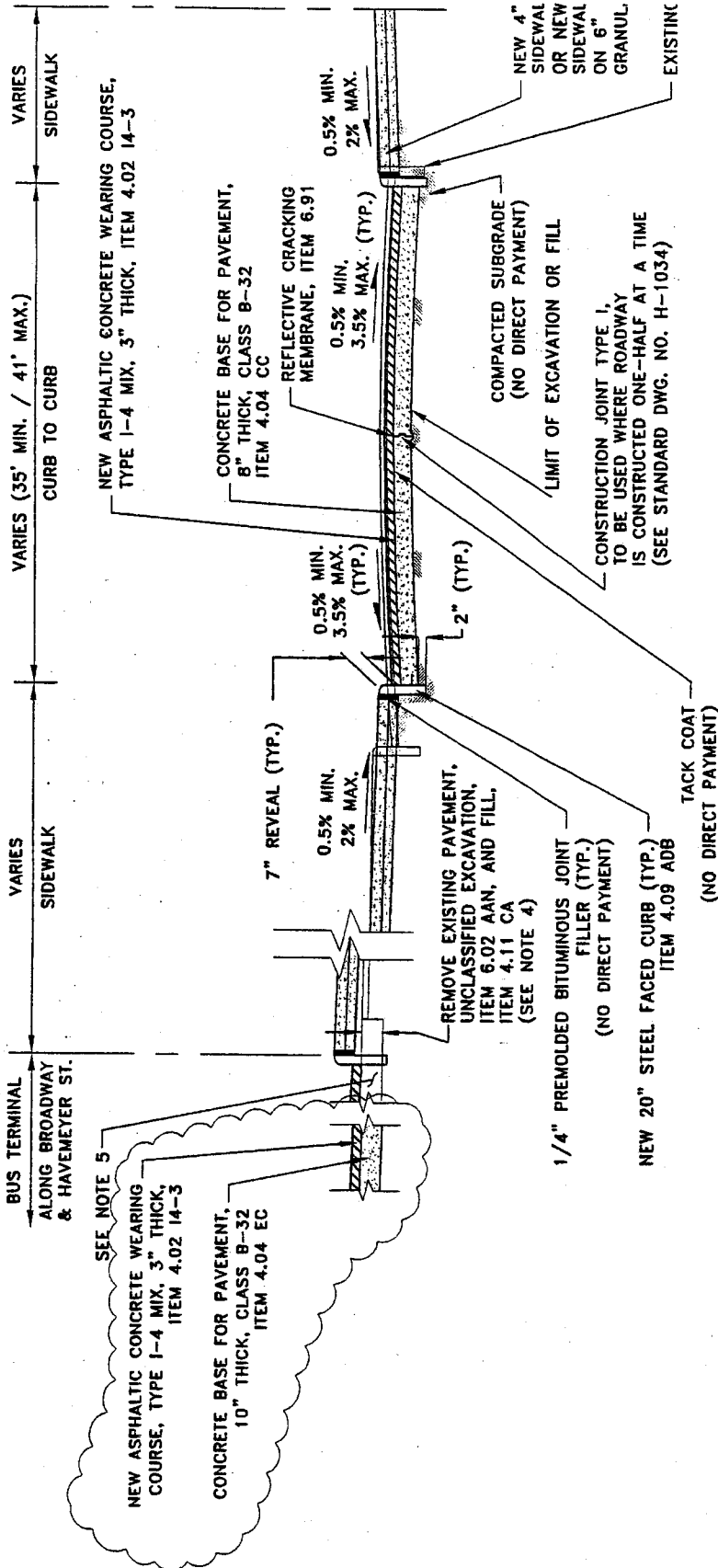
THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID



MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____

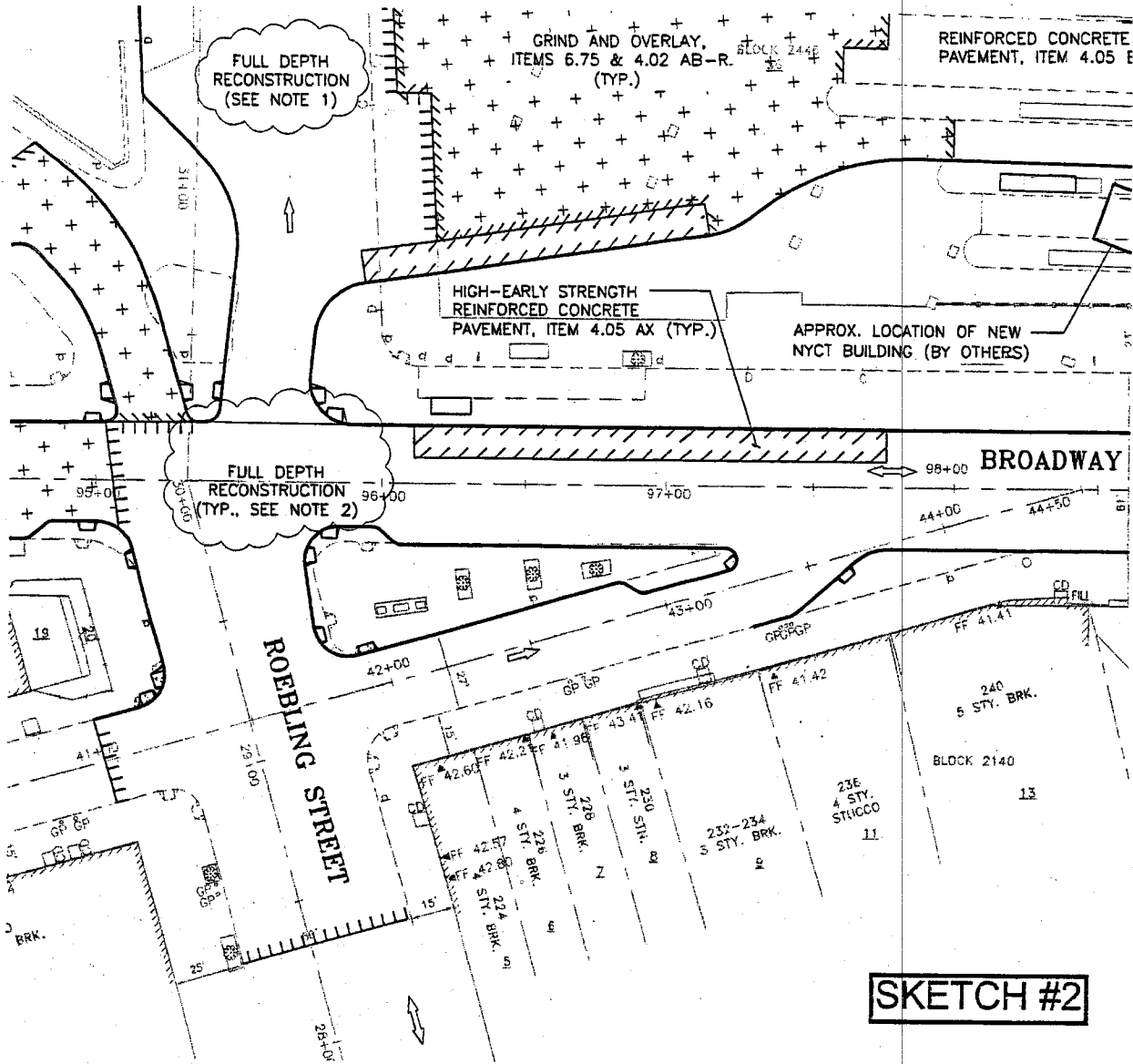


**FULL DEPTH RECONSTRUCTION
TYPICAL CROSS SECTION**

BROADWAY STA. 95+10± TO 100+35±
 HAVEMEYER STREET STA. 49+70± TO 52+55±
 SOUTH 8TH STREET STA. 40+95± TO 43+65±
 ROEBLING STREET STA. 28+35± TO 29+85±

SKETCH #1

BUS PLAZA
 N.T.S.



NOTES:

1. FULL DEPTH RECONSTRUCTION IN THE BUS PLAZA SHALL BE PAID FOR UNDER ITEMS 4.04 EC AND 4.02 I4-3.
2. FULL DEPTH RECONSTRUCTION IN THE PROJECT STREETS SHALL BE PAID FOR UNDER ITEMS 4.04 CC AND 4.02 I4-3.

DRAWN BY DC
 PARD FILE RCS.dwg

SCALE:
 AS SHOWN

CITY OF NEW YORK
 DEPARTMENT OF DESIGN AND CONSTRU
 DIVISION OF INFRASTRUCTURE

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
INCLUDING:

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SAFE ROUTES TO SCHOOLS IN THE VICINITY OF THE FOLLOWING SCHOOLS:
OHOLEI TORAH ELEMENTARY SCHOOL
ARISTA PREP SCHOOL
AND
NOSTRAND AVENUE WAYFINDING FOUNDATIONS
INCLUDING SEWER, WATERMAIN, CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 8

DATED: March 24, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 1 of 3, page 2 of the BID BOOKLET;
Delete page 2 of the BID BOOKLET, in its entirety;
Substitute the attached revised page 2(R).
2. Refer to the Bid and Contract Documents, Volume 1 of 3, ATTACHMENT 1 - BID INFORMATION on page A-1 of the BID BOOKLET;
Insert the following text under the Description and Location of Work on page A-1 of the BID BOOKLET:

"(For further Federal Transit Administration (FTA) bid information refer to the following Page Nos. A-2 through A-6.)"

3. Refer to the Bid and Contract Documents, Volume 1 of 3, page A-4 of the BID BOOKLET;
Add the attached new pages A-5 and A-6.

Project ID. HWK1130B

4. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 2;
Delete Addendum No. 2, in its entirety;
Substitute the attached revised Addendum No. 2(R), dated March 25, 2014, consisting of 45 double-sided sheets of paper.

END OF ADDENDUM NO. 8

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) page and ninety-three (93) pages of attachments.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

HASA CONSTRUCTION LLC
Name of Bidder

By: 

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B

RECONSTRUCTION OF
NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
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BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 9

DATED: March 27, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 1 of 3, first page after the cover page, SPECIAL NOTICE TO BIDDERS; Change, in the 3rd, 4th and 5th lines of the paragraph, the words "FEDERAL TRANSIT ADMINISTRATION (FTA) CONSTRUCTION CLAUSES" to read "FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS".
2. Refer to the Bid and Contract Documents, Volume 1 of 3, pages A-2 and A-4 of ATTACHMENT 1 - BID INFORMATION; Change the words "FTA Contract Clauses" to read "FTA Third Party Requirements", wherever it is shown.

END OF ADDENDUM NO. 9

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

HASA CONSTRUCTION
Name of Bidder


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

By: 

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWK1130B

RECONSTRUCTION OF
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Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 10

DATED: March 28, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Contract Drawings, Sheet 61 of 63 (Sheet 63 of 139),
RECORD OF BORINGS;
Delete Soil Borings B-1, B-2, B-3, and B-5, in their entirety;
Substitute the revised Soil Borings B-1, B-2, B-3, and B-5, as shown
on the attached Sketch Nos. 1 and 2.
2. Refer to the Contract Drawings, Sheet 62 of 63 (Sheet 64 of 139),
RECORD OF BORINGS;
Delete Soil Borings B-6, B-7 and B-8, in their entirety;
Substitute the revised Soil Borings B-6, B-7 and B-8, as shown on
the attached Sketch Nos. 3 and 4.
3. Refer to the Contract Drawings, Sheet 63 of 63 (Sheet 65 of 139),
RECORD OF BORINGS;
Delete the LABORATORY ANALYSIS OF SOIL table, in its entirety;
Substitute the attached revised LABORATORY ANALYSIS OF SOIL table as
shown on the attached Sketch No. 5.

4. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 4, page A4-12, article (h), first line;
Change the words "Payment for removal and permanent placement of pavement marking with . . ." to read "Payment for permanent placement of pavement marking with . . .".
5. Refer to the Contract Drawings, MPT Drawings;
Change, wherever it is shown on the contract drawings, that temporary restoration of pavement will not be paid for separately to say that temporary restoration of payment will be paid for under Item No. 4.02 CB.

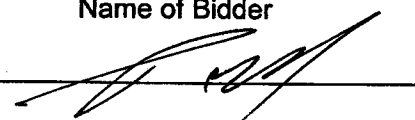
END OF ADDENDUM NO. 10

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages and five (5) pages of attachments.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID



MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

HASA CONSTRUCTION
Name of Bidder
By: 



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: HWK1130B

RECONSTRUCTION OF

NOSTRAND AVENUE SELECT BUS SERVICE (SBS) PHASE 3
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BOROUGH OF BROOKLYN

CITY OF NEW YORK

Contractor.

Dated _____, 20____
